REQUEST FOR PROPOSALS
Rail Rolling Stock Modernization & Sustainment
Multiple-Award Indefinite Delivery, Indefinite Quantity Contracts

U.S. Department of Transportation
John A. Volpe National Transportation Systems Center

Solicitation No.: 6913G626R200002
NAICS: 336510 – Railroad Rolling Stock Manufacturing
PSC: 2220 – Rail Cars
Competition Type: Full and Open Competition (*Set-Aside: None*)
Acquisition Authority: FAR Part 12 (as deviated by DOT FAR Class Deviations 2026-24 and 2026-22) in conjunction with FAR Part 15 (as deviated by DOT FAR Class Deviations 2025-23 and 2026-22).

This Request for Proposals (RFP) is for a multi-award, Indefinite Delivery/Indefinite Quantity (IDIQ) contract vehicle conducted under full and open competition. While the IDIQ contracts are unreserved, the Government will apply a Small Business Right of First Refusal at the individual Order solicitation level, as described in Section H.2. This RFP includes innovative procurement techniques; they are listed in bullets below. The Periodic Table of Acquisition Innovations (PTAI) PDF Playbook (as well as the website- https://acquisitiongateway.gov/periodic-table), includes many resources and training aids for each.

- Advisory Down Select
https://acquisitiongateway.gov/periodic-table/resources/4935?_a%5Eg_nid=12152
- Confidence Ratings
https://acquisitiongateway.gov/periodic-table/resources/4935?_a%5Eg_nid=12151
- On-The-Spot Consensus
https://acquisitiongateway.gov/periodic-table/resources/4936?_a%5Eg_nid=12146

This procurement utilizes a two-phase evaluation approach. Phase I will use confidence ratings strictly to provide an advisory down-select recommendation to Offerors regarding their likelihood of award. Phase I ratings are for advisory purposes only and will not be carried forward into Phase II; they will not factor into the final award decision. Phase II will require the submission of full proposals, which will be evaluated using adjectival ratings and price analysis. The final IDIQ contract decisions will be based solely on the evaluation factors presented in Phase II via a best value tradeoff determination. Responses submitted in Phase II will form the basis for the IDIQ contract awards and will directly inform the concurrent award of the Initial Task Order awards, as applicable.

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PART I – THE SCHEDULE

SECTION A - SOLICITATION/CONTRACT FORM

SF-33

SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE OF PAGES
		1 / 4

2. CONTRACT NUMBER	3. SOLICITATION NUMBER	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER
	6913G626R200002	☐ SEALED BID (IFB) ☒ NEGOTIATED (RFP)		V3352308

7. ISSUED BY CODE 6913G6

VOLPE NAT'L TRANSPORTATION SYS CNTR
220 Binney St.
Cambridge MA 02142-1001

8. ADDRESS OFFER TO (If other than Item 7)

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

SOLICITATION

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in _____ until 1700 ET *(Hour)* local time 07/01/2026 *(Date)*

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

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS
		AREA CODE	NUMBER	EXT.	
	Patricia Barnett				patricia.barnett@dot.gov

11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
		PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES	
☒	A	SOLICITATION/CONTRACT FORM	4-7	☒	I	CONTRACT CLAUSES	32-68
☒	B	SUPPLIES OR SERVICES AND PRICES/COSTS	8-10			PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.	
☒	C	DESCRIPTION/SPECS./WORK STATEMENT	10-14	☒	J	LIST OF ATTACHMENTS	68
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OFFER *(Must be fully completed by offeror)*

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

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____120_____ calendar days (120 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT *(See Section I, Clause No. 52.232.8)*	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)

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

15A. NAME AND ADDRESS OF OFFEROR — CODE _____ FACILITY _____

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*

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

AWARD *(To be completed by government)*

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

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:
☐ 10 U.S.C. 2304 (c) ( ) ☐ 41 U.S.C. 3304 (a) ( )

23. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)* — ITEM

24. ADMINISTERED BY *(If other than Item 7)* CODE _____

25. PAYMENT WILL BE MADE BY CODE _____

26. NAME OF CONTRACTING OFFICER *(Type or print)*
Patricia Barnett

27. UNITED STATES OF AMERICA
(Signature of Contracting Officer)

28. AWARD DATE

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

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	This Request for Proposals (RFP) is for a multi-award, Indefinite Delivery/Indefinite Quantity (IDIQ) contract vehicle conducted under full and open competition. These contracts provide for commercial rail products and services including but not limited to manufacture and refurbishment of locomotives, freight cars, railcar movers, and associated rolling stock; preventive maintenance and inspection services; corrective repair and overhaul; engineering diagnostics and technical support; and emergency repair services as described in accordance with Section C, Statement of Work. SUMMARY OF SUBMISSION TIMELINES Detailed instructions are contained in the solicitation document. Submission Method: All communications related to this solicitation, including questions and proposals, shall be submitted electronically via email to patricia.barnett@dot.gov, Cc: matthew.phelps@dot.gov. Phase I -Phase I begins upon posting of this solicitation on SAM.gov, June 17, 2026. -Phase I Questions and Clarifications Due Date: June 24, 2026 at 5:00PM, ET -Phase I Proposal Due Date: July 1, 2026, 5:00 PM ET Advisory Determination Offerors will be notified of the Phase I advisory determination via email on or about July 15, 2026. Phase II -Mock and Initial Task Orders to be used for Phase II evaluation will be posted on SAM.gov on or about July 15, 2026. -Phase II Questions and Clarifications Due Date: July 22, 2026 at 5:00PM, ET -Phase II Proposal Due Date: July 31, 2026, 5:00 PM ET Delivery Location Code: IDIQ See Individual Task Orders Period of Performance: 09/30/2026 to 09/30/2031 Continued ...				

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00100	LOCOMOTIVE MANUFACTURING - Manufacture or refurbishment of road-switcher locomotives identified in the Statement of Work.				
00200	RAILCAR MANUFACTURING - Manufacture or refurbishment of railcars, including box car and flat cars identified in the Statement of Work. FOB: Destination				
00300	RAILCAR MOVER MANUFACTURING - Manufacture of rubber-wheeled railcar movers/spotters identified in the Statement of Work. FOB: Destination				
00400	SAFETY INSPECTION SUPPORT - Perform Federally Mandated Locomotive and Railcar Safety Inspections for all DoD locomotives and railcars identified in the Statement of Work. FOB: Destination				
00401	ANNUAL LOCOMOTIVE INSPECTION - Labor required to perform federally mandated safety inspections and technical service on Army locomotives identified in the Statement of Work. FOB: Destination				
00402	184-DAY LOCOMOTIVE INSPECTION - Labor required to perform federally mandated safety inspections and technical service on Army locomotives identified in the Statement of Work. FOB: Destination				
00403	92-DAY LOCOMOTIVE INSPECTION - Labor required to perform federally mandated safety inspections and technical service on Army locomotives identified in the Statement of Work. FOB: Destination				
00404	ANNUAL RAILCAR INSPECTION - Labor required to perform federally mandated safety inspections and technical service on Army railcars identified in the Statement of Work. Continued ...				

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	FOB: Destination				
00405	TRAVEL - Travel associated costs for performing locomotive and railcar safety inspections identified in the Statement of Work.				
	FOB: Destination				
00500	SUSTAINMENT SUPPORT - Provide material, perform repairs, troubleshooting and maintenance in the field as needed for all DoD locomotives and railcars identified in the Statement of Work.				
	FOB: Destination				
00501	LOCOMOTIVE EMERGENCY REPAIRS SITE VISITS - Provide material and perform repairs in the field as needed for all DoD locomotives identified in the Statement of Work.				
	FOB: Destination				
00502	LOCOMOTIVE TECHNICAL SUPPORT SITE VISITS - Provide troubleshooting, and maintenance for proper and safe operation for all DoD locomotives identified in the Statement of Work.				
	FOB: Destination				
00503	TRAVEL - Travel associated costs for performing the sustainment support identified in the Statement of Work.				
	FOB: Destination				
00600	MINIMUM GUARANTEE				
	FOB: Destination				

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 Introduction

The U.S. Department of Transportation (U.S. DOT) Volpe Center in Cambridge, Massachusetts is issuing this competitive Request for Proposals (RFP) to solicit offers for the purpose of entering into multiple Indefinite Delivery, Indefinite Quantity (IDIQ) contracts for Rail Rolling Stock Modernization & Sustainment (RMS). This RFP does not commit the Government to pay for the preparation and submission of a proposal.

This is an RFP for commercial products and services conducted under FAR Part 12 (as deviated by DOT FAR Class Deviations 2026-24 and 2026-22) using the source selection procedures of FAR Part 15(as deviated by DOT FAR Class Deviations 2025-23 and 2026-22).

This solicitation document and incorporated provisions are those that are in effect through Federal Acquisition Circular 2026-01; effective 03/13/2026 as deviated by DOT FAR Class Deviations, including those to implement the Revolutionary FAR Overhaul, and FAR Subpart 16.5, DEVIATION OCTOBER 2025.

These contracts provide for commercial rail products and services including but not limited to manufacture and refurbishment of locomotives, freight cars, railcar movers, and associated rolling stock; preventive maintenance and inspection services; corrective repair and overhaul; engineering diagnostics and technical support; and emergency repair services as described in accordance with Section C, Statement of Work.

Any proposal that is non-compliant with any requested submission requirements of this RFP may immediately be removed from further consideration.

B. 2 Contract Type

The Government intends to award multiple IDIQ contracts to the responsible contractors whose proposals, in conforming to the RFP, including all attachments, provide the overall best value to the Government.

Both Delivery Orders and Task Orders (collectively referred to as “Orders”) issued under this IDIQ will be primarily Firm-Fixed-Price (FFP). Time-and-Materials (T&M) orders may be issued only when the Contracting Officer (CO) determines, in accordance with FAR 12.104(b) (RFO) and 16.601-3 (RFO), that no other contract type is suitable. Any T&M order will require appropriate determination and findings at the order level. The contract type at the order level will be determined by the CO based on the requirements, risk, and complexities associated with Orders.

B.3 Ordering Period

Five (5) years from date of award.

B.4 Minimum Guarantee

Each awardee will receive a minimum guarantee of $2,500 (See FAR 52.216-19 in Section I for Individual Order Limitations).

B.5 Maximum Ordering Limitation (Ceiling)

The total aggregate maximum ceiling for all awards issued under this IDIQ shall not exceed $268,000,000 over the five-year ordering period.

The Government makes no guarantee of orders beyond the minimum guarantee.

B.6 CLIN Structure

The structure of the contract line item numbers (CLINs) is shown below.

Item Number	Description
00100	LOCOMOTIVE MANUFACTURING - Manufacture or refurbishment of 80-140 ton road-switcher locomotives identified in the Statement of Work.
00200	RAILCAR MANUFACTURING - Manufacture or refurbishment of railcars, including box car and flat cars identified in the Statement of Work.
00300	RAILCAR MOVER MANUFACTURING - Manufacture of rubber-wheeled railcar movers/spotters identified in the Statement of Work.
00400	SAFETY INSPECTION SUPPORT - Perform Federally Mandated Locomotive and Railcar Safety Inspections for all DoD locomotives and railcars identified in the Statement of Work.
00401	ANNUAL LOCOMOTIVE INSPECTION - Labor required to perform federally mandated safety inspections and technical service on Army locomotives identified in the Statement of Work.
00402	184-DAY LOCOMOTIVE INSPECTION - Labor required to perform federally mandated safety inspections and technical service on Army locomotives identified in the Statement of Work.
00403	92-DAY LOCOMOTIVE INSPECTION - Labor required to perform federally mandated safety inspections and technical service on Army locomotives identified in the Statement of Work.
00404	ANNUAL RAILCAR INSPECTION - Labor required to perform federally mandated safety inspections and technical service on Army railcars identified in the Statement of Work.
00405	TRAVEL - Travel associated costs for performing locomotive and railcar safety inspections identified in the Statement of Work.
00500	SUSTAINMENT SUPPORT - Provide material, perform repairs, troubleshooting and maintenance in the field as needed for all DoD locomotives and railcars identified in the Statement of Work.
00501	LOCOMOTIVE EMERGENCY REPAIRS SITE VISITS - Provide material and perform repairs in the field as needed for all DoD locomotives identified in the Statement of Work.

00502	LOCOMOTIVE TECHNICAL SUPPORT SITE VISITS - Provide troubleshooting, and maintenance for proper and safe operation for all DoD locomotives identified in the Statement of Work.
00503	TRAVEL - Travel associated costs for performing the sustainment support identified in the Statement of Work.
00600	MINIMUM GUARANTEE

B.7. CLIN-Based Awards

Awards under this IDIQ may be made on a CLIN-by-CLIN basis. Offerors may submit proposals for one or more CLINs. The Government will evaluate proposals and make award determinations independently for each CLIN. The Government may make multiple awards by CLIN; however, offerors must be found eligible for award under the overall IDIQ evaluation to receive any CLIN-specific award.

SECTION C – STATEMENT OF WORK

Rail Rolling Stock Modernization & Sustainment
Statement of Work

1. Objective

The John A. Volpe National Transportation Systems Center (Volpe Center) is a Federal, fee-for-service organization within the United States Department of Transportation (USDOT). The Volpe Center's Infrastructure, Engineering, and Deployment Division has a requirement to support the Department of Defense (DoD) modernization and sustainment initiatives for their domestic railroad fleet. The Volpe Center Office of Acquisitions intends to utilize a multi-year, multiple-award Indefinite Delivery Indefinite Quantity (IDIQ) contract, with a five-year ordering period. This approach will reduce time and Volpe Center resource requirements to acquire an estimated 4 to 8 road-switcher locomotives (80-ton to 140-ton), 20 to 80 freight cars, and other rolling stock per year to modernize the DoD fleet. The contract will also provide federally mandated safety inspections and sustainment support for the estimated 102 locomotives and 642 freight cars over the duration of the contract.

2. Scope

This work will include, but is not limited to, manufacturing or refurbishment of locomotives, railway car spotters, and freight rail cars (boxcars, flat cars, and other types) and the in-the-field sustainment support (regulatory inspection/repair/maintenance) of new and existing rolling stock to be compliant with DOT, DoD, and industry safety and operational regulation/ requirements. The requirement for sustainment support includes performing federally-mandated locomotive annual and periodic safety inspections per 49 CFR, and emergency maintenance as needed, on 102 DoD locomotives and 642 freight cars. The manufacturing/refurbishment requirements will range from 4 to 8 road-switcher locomotives and 20 to 80 freight cars per year. Additionally, railway car spotter vehicles may be required during the 5-year contract life. The type and quantity of rolling

stock manufacturing will be determined by the Volpe Center engineering staff and Program Manager in consultation with the DoD customers on a periodic basis.

3. Work to be Performed

The contractor(s) shall provide the necessary personnel, facilities, materials, equipment, and services to perform the activities and supply the products or service as described by the individual Orders to be performed. The following areas of work are planned:

a. Safety Inspections

Perform Federally Mandated Locomotive Safety Inspections (see Attachment 1 - Locomotives and Locations - please note these locations and quantities may be subject to change)

- Annual inspections on est. 102 locomotives
- 184-day inspections on approx. 30 EPA regulated locomotives
- 92-day inspections on approx. 20 to 75 EPA regulated locomotives
- Annual inspections on est. 642 railway cars
- Perform locomotive technical support
- Provide material and perform repairs in the field as needed for all DoD locomotives and railcars.
- Provide troubleshooting and maintenance for proper and safe operation of locomotives and railcars.

b. Manufacturing

- Manufacture and deliver new road-switcher locomotives adhering to current AAR and FRA safety requirements.
- Manufacture and deliver new flatcars and boxcars adhering to current AAR and FRA safety requirements.
- Manufacture and deliver railway car spotter equipment (Rubber tire drive on rail).

4. Project Management Controls

It is anticipated that this contract will be available to support over a period of five (5) years. The Contractor(s) may be required to maintain a formal Project Management System, including utilizing Microsoft Office or Google Workspace and Project-compatible software, to perform, maintain, and document the results from the following program management activities:

- Cost analysis and financial management
- Project Control (schedules, progress tracking, resource allocation, and reviews)
- Program risk analyses
- Configuration management

The Contractor may be required to prepare and conduct in-process reviews of the program. These may include the following:

- General progress reviews
- System design reviews
- Preliminary design reviews

- Critical design reviews
- Test readiness reviews
- System verification and validation
- Functional configuration audits
- Physical configuration audits
- Formal qualification reviews
- Logistics plans for delivery of locomotives, car spotters, and railcars
- Installation and readiness reviews

5. Regulatory and Standard Requirements

Locomotive, railway rolling stock, rail car mover, safety inspection and sustainment support shall comply with the sections from the applicable documents listed below.

All certifications must be held at the time of proposal submission.

a. Federal Documents
    1. Code of Federal Regulations (CFR) Title 49, Chapter II, Part 200-299 (U.S. DOT FRA)
    2. 40 CFR Part 1033 emissions compliance for locomotive engines. (EPA)
        a. Relevant: 40 CFR Part 1033 (control of emissions from locomotives) and related sections under 40 CFR addressing hazardous air pollutants and engine standards (NOx, PM, HC, CO).
    3. Other environmental requirements include state-level air and water regulations and reporting where work will be performed.
b. Industry Documents
    1. Association of American Railroads (AAR) - Manual of Standards and Recommended Practices
    2. Locomotives and railway rolling stock whether refurbished or newly built shall satisfy but not be limited to the following:
    3. AAR Interchange Rules for delivery to destination by rail
    4. The Official Railway Equipment Register
    5. ASTM International - Material and test standards (e.g., ASTM steel specifications, material testing, fire and impact test methods used in components and assemblies).
    6. SAE International - Engineering standards for electrical systems, interfaces, wiring, and components relevant to rolling stock.
    7. AAR Specification M-1003 Quality Assurance Certified for CLIN 0100 and CLIN 0200
    8. ISO 9001 — Quality management systems for manufacturers for CLIN 0300 (Can be in addition to AAR M-1003 Certified for CLIN 0100 and CLIN 0200.)
    9. ISO/TS 22163 (IRIS) — International Railway Industry Standard for quality management in the rail sector. (Can be in addition to AAR M-1003 for CLIN 0100 and CLIN 0200)
    10. ANSI standards — for mechanical, electrical, and safety-related components as applicable.

6. Facility and Staff Requirements
    1. All manufacturing, and related inspections and tests shall be conducted and documented at an AAR M-1003 certified facility.
    2. At least one staff performing safety inspections and sustainment support shall meet the minimum requirements and hold the title of Qualified Mechanical Inspector per CFR, Title 49, Chapter II, Part 200-299 to sign regulatory inspection documents.

a. On-Site technical field service support and safety inspections requirement:
    1. Military passes and badges: The Contractor shall obtain entry passes for vehicles and personnel necessary for gaining access to support the work required. The Contractor shall initiate access requests promptly and notify the COR within one (1) business day of any access delays that could affect inspection due dates.
    2. Access requirements for personnel: Contractor staff performing work at U.S. Government facility and military installations must meet requirements as set forth by the respective facilities and installations. Military installation access is controlled by the military. Contractors are responsible for verifying staff and contractors needing to enter a U.S. military base prior to staff and contractors arriving at the facility.
    3. Equipment requirements: The contractor shall provide all tools, including diagnostic and test equipment, to conduct safety inspections of locomotives and railcars, conduct maintenance inspections, and to perform repairs and diagnostics in the field on-site where the locomotives and railcars are located.
    4. Experience requirements: Contractor personnel shall have at least five (5) years appropriate level of experience and training in accordance with the Qualified Mechanical Inspector (QMI) definition to meet the QMI criteria in Title 49, Chapter II, Part 200-299: "Qualified mechanical inspector means a person who has received instruction and training that includes 'hands-on' experience (under appropriate supervision or apprenticeship) in one or more of the following functions: troubleshooting, inspection, testing, maintenance or repair of the specific locomotive equipment for which the person is assigned responsibility. This person shall also possess a current understanding of what is required to properly repair and maintain the locomotive equipment for which the person is assigned responsibility. Further, the qualified mechanical inspector shall be a person whose primary responsibility includes work generally consistent with the functions listed in this definition" to conduct this work on DoD road-switcher locomotives, consisting of General Electric (GE), Electro-Motive Diesel (EMD) locomotive, NRE N-ViroMotive GenSet, and emerging alternate propulsion systems, the capability to troubleshoot all electronics components, operating software and hardware to perform safety inspections and in-field repairs with no less than 5 years' experience inspecting and repairing railcars.
    5. The Contractor's work shall not interfere with normal Government business. In those cases where some interference is unavoidable, the Contractor shall minimize the impact and effects of the interference and scheduling will be coordinated with the COR.

6. The Contractor shall notify the COR of any difficulty in scheduling work due to Government controls.

In some instances, training may be required prior to final acceptance of railway rolling stock deliverables. If training is associated with the Order, it will be defined in the appropriate deliverable or task and will include the following parameters: type (on-site/field/classroom), duration, manuals and handouts, number of attendees, tools, etc.

7. Delivery of Locomotives, Railcars, Railway Car Spotter Equipment

In those instances when delivery of locomotives, railcars, or railway car spotters require the contractor to enter a U.S. military facility to conduct acceptance testing, repairs, and training, the contractor shall comply with the requirements stated in the Facility and Staff Requirements subsection of Section C(6).

8. Orders and Pricing

Each Order associated with this contract shall be priced in accordance with the Statement of Work issued for each Order. All work must comply with applicable FRA regulations, AAR standards, EPA requirements, and military specifications as specified in individual Orders. Detailed requirements will be defined at the Order level. Orders may be awarded to one or more IDIQ contract holders.

9. Government Responsibility

The Government shall furnish an Order specifying the services to be performed by the Contractor and any Government requirements, design data, standards, guide specifications and other information as required. The Government shall review all material submitted by the Contractor: drawings, specifications, and cost estimates as required to support the issuance of Order RFQs and evaluation of quotes.

10. Government Furnished Property/Information

No property or information shall be furnished to the contractor for the execution of this contract unless required at the Order level.

11. Travel

The contractor will be expected to travel in the performance of Orders when applicable.

SECTION D – PACKAGING AND MARKING

D.1 PRESERVATION AND PACKAGING

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

D.2 MARKING

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

a. Name of contractor;
b. Contract number;
c. Description of items contained therein and associated CLIN;
d. Consignee's name and address; and
e. 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."

SECTION E - INSPECTION AND ACCEPTANCE

E.1 GOVERNMENT INSPECTION AND ACCEPTANCE

In accordance with the Federal Acquisition Regulation clauses in Section I below, the Government will inspect and issue final acceptance of each CLIN outlined in the applicable Order Statement of Work when tendered by the Contractor in accordance with Section F herein.

The Government has the right to inspect all supplies and services required by the Order, to the maximum extent practicable, at any and all places and times and in any event before acceptance.

The COR will inspect work performed as applicable to each Order, and Contractor shall correct any deficiencies including line and surface that are identified.

Materials and workmanship shall be guaranteed to be free of defects for a period of one (1) year from date of final acceptance. Any part of the work considered defective by the COR within the guarantee period shall be replaced or corrected to the Government's satisfaction without further expense to the Government.

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

(a) Definition. "Supplies," as used in this clause, includes but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.
(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering supplies under this contract and shall tender to the Government for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the Government during contract performance and for as long afterwards as the contract requires. The Government may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under the contract.
(c) The Government has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event

before acceptance. The Government shall perform inspections and tests in a manner that will not unduly delay the work. The Government assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

a) Definition. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by performance, the Government may—
(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
(2) Reduce the contract price to reflect the reduced value of the services performed.
(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may—
(1) By contract or otherwise, perform the services and charge to the Contractor any cost

incurred by the Government that is directly related to the performance of such service; or
(2) Terminate the contract for default.

(End of clause)

52.246-6 Inspection-Time-and-Material and Labor-Hour (MAY 2001)

(a) Definitions. As used in this clause-
Contractor's managerial personnel means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of-
(1) All or substantially all of the Contractor's business;
(2) All or substantially all of the Contractor's operation at any one plant or separate location where the contract is being performed; or
(3) A separate and complete major industrial operation connected with the performance of this contract.
Materials includes data when the contract does not include the Warranty of Data clause.
(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the material, fabricating methods, work, and services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
(c) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
(e) Unless otherwise specified in the contract, the Government shall accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they shall be presumed accepted 60 days after the date of delivery, unless accepted earlier.
(f) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (h) of this clause, the cost of replacement or correction shall be determined under the Payments Under Time-and-Materials and Labor-Hour Contracts clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.
(g)(1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may-
(i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(ii) Terminate this contract for default.
(2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute.
(h) Notwithstanding paragraphs (f) and (g) of this clause, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to-
(1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or
(2) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.
(i) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.
(j) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.
(k) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(End of clause)

52.246-16 Responsibility for Supplies (APR 1984)

(a) Title to supplies furnished under this contract shall pass to the Government upon formal acceptance, regardless of when or where the Government takes physical possession, unless the contract specifically provides for earlier passage of title.
(b) Unless the contract specifically provides otherwise, risk of loss of or damage to supplies shall remain with the Contractor until, and shall pass to the Government upon-
(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
(2) Acceptance by the Government or delivery of the supplies to the Government at the destination specified in the contract, whichever is later, if transportation is f.o.b. destination.
(c) Paragraph (b) of this clause shall not apply to supplies that so fail to conform to contract requirements as to give a right of rejection. The risk of loss of or damage to such nonconforming supplies remains with the Contractor until cure or acceptance. After cure or acceptance, paragraph (b) of this clause shall apply.
(d) Under paragraph (b) of this clause, the Contractor shall not be liable for loss of or damage to supplies caused by the negligence of officers, agents, or employees of the Government acting within the scope of their employment.

(End of clause)

SECTION F - DELIVERIES OR PERFORMANCE

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.242-15	Stop-Work Order	AUG 1989

52.242-17	Government Delay of Work	APR 1984
52.247-34	F.O.B. Destination	JAN 1991
52.247-58	Loading, Blocking, and Bracing of Freight Car Shipments.	APR 1984

CLAUSES INCORPORATED BY FULL TEXT

F.1 CONTRACT PERIOD OF PERFORMANCE

The ordering period of this contract shall be five (5) years from issuance of award. The actual performance may be beyond the ordering period as orders may be placed at the end of the ordering period.

F.2 PLACE OF DELIVERY/PERFORMANCE

The place of delivery/performance called for under this contract shall be set forth in each Order.

52.216-32 Task-Order and Delivery-Order Ombudsman (SEP 2019)

(a) In accordance with 41 U.S.C. 4106(g), the Agency has designated the following task-order and delivery-order Ombudsman for this contract. The Ombudsman must review complaints from the Contractor concerning all task-order and delivery-order actions for this contract and ensure the Contractor is afforded a fair opportunity for consideration in the award of orders, consistent with the procedures in the contract. In accordance with TAR 1216.505 Ordering, the Ombudsman for Orders under the IDIQ is Michael Finn; 220 Binney St, Cambridge, MA 02142; (617) 494-329; michael.finn@dot.gov.
(b) Consulting an ombudsman does not alter or postpone the timeline for any other process (e.g., protests).
(c) Before consulting with the Ombudsman, the Contractor is encouraged to first address complaints with the Contracting Officer for resolution. When requested by the Contractor, the Ombudsman may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure.

(End of clause)

SECTION G – CONTRACT ADMINISTRATION DATA

The Contracting Officer (CO): The CO for this contract is: Patricia Barnett; patricia.barnett@dot.gov

The Contracting Officer's Representative (COR): The COR for this contract is: John Wojtowicz; john.wojtowicz@dot.gov

G.1 TAR 1252.201-70 CONTRACTING OFFICERS REPRESENTATIVE (NOV 2022)

(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 working days after contract award or for construction, not less than five working days prior to giving the contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the 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 clause)

G.2 RESPONSIBILITY FOR CONTRACT ADMINISTRATION (JUL 2015)

CO: The CO has the overall responsibility for this contract. The CO alone, without delegation, is authorized to take actions on behalf of the Government to amend, modify, or deviate from the contract terms, conditions, requirements, specifications, details and/or delivery schedules. However, the CO may delegate certain other responsibilities to authorized representatives.

COR: A 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 make new assignments of work or to issue directions that cause an increase or decrease in the price of this contract or otherwise affect any other contract terms.

(End of clause)

G.3 TECHNICAL DIRECTION (JUL 2015)

Performance of work shall be under the technical direction of the COR. As used herein, “technical direction” is limited to direction to the Contractor that fill in details or otherwise complete the specific description of work set forth in the contract. This direction may not include new assignments of work, or may not be of such a nature as to cause an increase or decrease in the estimated cost of the contract, or otherwise affect any other provision of this contract. The Contractor may not begin work without obligated funding and authorization from the Contracting Officer.

G.4 INVOICE REVIEW (JUL 2015)

The Government may at its sole discretion utilize a Contractor to review invoices and supporting data submitted for payment under the provisions of this contract. The Contractor reviewing invoices 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.5 PROCEDURES FOR ISSUING ORDERS

Initial Orders will be evaluated as part of the Phase II evaluation and may be awarded concurrently with IDIQ contract awards.

The Government's objective is to keep the Order procedures simple and inexpensive for all parties to the contract. Each subsequent Order (after the Initial Order(s)) will be issued under the applicable CLIN(s) using a selection approach driven by the Small Business Right of First Refusal. Prior to issuing any Order RFQ, the CO will review the pool capabilities under the protocol outlined in Section H.2. If the Order qualifies for small business restriction, it will proceed under Step 2 of that section; if it fails the restriction criteria, it will cascade to the full pool under Step 3. Subsequent issuance steps will proceed as follows:

1. The CO will provide an Order RFQ to the contractor by email. Each Order RFQ will include the following: (a) the Statement of Work (SOW) or; (b) the format for the quote submission; (c) the timeframe for submission of the quote; and (d) any other relevant instructions to the contractor.

At the CO discretion, quote instructions (technical and/or price/cost factors, and any additional Order-specific clauses/terms and conditions) and any evaluation criteria may also be included in an Order RFQ.

2. Upon receipt of an Order RFQ, the Contractor shall submit a quote to the CO in accordance with the requirements set forth in the Order RFQ instructions. The quote must be submitted by the time specified in the request. It is anticipated that a written quote will be required to be provided by the Contractor in response to each Order RFQ. The quote shall include detailed price information for all resources required to accomplish the Order (i.e., materials, labor, travel, etc.).

3. Orders will generally be evaluated using a Lowest Price Technically Acceptable (LPTA) methodology. However, the CO reserves the right to use a different evaluation approach, including best value tradeoff, as specified in the individual Order solicitation (RFQ).

G.6 TECHNICAL GUIDANCE (JAN 2016)

Performance of the work hereunder may be performed based on technical direction of the COR on a specific Order. 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 Order. This direction may not include new assignments of work or may not be of such a nature as to cause an increase or decrease in the estimated cost of the contract or Order, or otherwise affect any other term or condition of the IDIQ or applicable Order. The Contractor may not begin work without obligated funding.

G.7 ACCOUNTING AND APPROPRIATION DATA (JAN 2016)

Each individual Order and associated contract line item(s) (CLINs)/subcontract line item (SLIN) shall specify the accounting and appropriation data from which payment shall be made.

PAYMENT AND CONSIDERATION (APR 2008)

Order clauses regarding payment processes and consideration may differ depending on the Order type/pricing methodology used in the Order. Specific clauses to be used in each case are provided below (additional clauses may be included in specific Orders):

1) The following clause is applicable to fixed price Orders: CONSIDERATION – FIXED PRICE.
Upon delivery and acceptance of the required services, the Contractor shall be paid at the fixed price specified under each CLIN or SLIN specified in the Order.

2) The following clause is applicable to Time and Material/Labor Hour Orders: CONSIDERATION – TIME AND MATERIALS/LABOR HOUR
Upon acceptable delivery of direct materials and labor hours, the Contractor shall be paid for materials and at the fixed hourly rate incorporated into the Order.

PERFORMANCE EVALUATIONS (FEB 2021)

Annual and final performance evaluations may be completed for the overall Order. Performance evaluations may be completed for specific Orders at the CO's discretion. The Government uses the Contractor Performance Assessment Review System (CPARS) as the primary method to complete and maintain evaluations.
The Contractor is required to register in CPARS. For CPARS evaluations, the Contractor shall have fourteen (14) calendar days in which to respond to Government comments. The Government will consider any comments provided by the Contractor before finalizing a Performance Evaluation Report and the Contractor's comments will be included in the Report.

TRAVEL AND PER DIEM (FEB 2021)

All travel performed under this contract shall be performed in accordance with Federal Travel Regulations (FTR) and must be approved in writing by the CO or TOCO in advance of 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. When applicable, in accordance with FAR 31.205-46 (as deviated by DOT FAR Class Deviation 2025-12), a written justification must be provided for higher amounts in special or unusual circumstances. Under T&M/LH orders, travel will be reimbursed at actual costs (with a copy of the receipts for expenses) in the following categories:

- Airline Tickets (commercial rate economy seating).
- Hotel Expenses (Government rates unless concurred in advance by the CO, COR, or TOCOR, as specified in individual Orders)
- All Other Modes of Transportation (Taxi receipts are not required if less than $75.00).

Under T&M/LH orders, food and other miscellaneous expenses will be reimbursed at the prevailing FTR reimbursement rates. When applicable, in accordance with FAR 31.205-6(m)(2) (as deviated by DOT FAR Class Deviation 2025-12), any travel taking place with contractor-owned or leased vehicles to and from work is unallowable. In addition, if a contractor employee

performs official local travel during the regular workday, only the local travel costs exceeding the normal daily commuting costs will be reimbursed. The CO reserves the right to modify procedures on an Order level if there are extensive travel requirements.

GOVERNMENT-FURNISHED EQUIPMENT AND SERVICES
At the Order level, the Government may furnish certain supplies, material, and equipment that are required for the work to be performed in Section C.

CONTRACTOR RESPONSIBILITY (DEC 1998)
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 a Government facility 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.

INSURANCE (FEB 2005)
The Contractor shall comply with FAR Clause 52.228-5 "Insurance-Work on a Government Installation". 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 of 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 $40,000 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 within 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.

PERFORMANCE OF WORK AND SAFETY PROVISIONS ON GOVERNMENT PREMISES (MAR 2005)
(a) 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. In 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.
(2) The Contractor shall designate to the CO or designee, in writing, an on-the-premises representative to serve as point of contact.
(3) Any violation of applicable safety rules and requirements shall be promptly corrected as directed by the CO.

SECURITY AND POSITION SENSITIVITY DESIGNATIONS (SEP 2015)
Portions of the work under SOW may require Contractor personnel with security clearances. Cleared personnel, if required, must be available at the award of the contract or first awarded Order. Some Orders may require access to classified information. For future Orders, a determination will be made at issuance of the Order RFQ whether a Facility Clearance is required 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 applicable Government facility or military installation for the receipt, generation, and storage of classified material. The Contractor shall be responsible for obtaining appropriate security clearance from the facility or installation 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 Contractor shall comply with the following Position Sensitivity Designations as defined under DOT Order 1630.2C, Personnel Security Management:

Labor Category	Sensitivity Level
All Personnel	Moderate

If required under an individual Order, the Contractor must possess and maintain a Secret Facility Security Clearance in accordance with the Industrial Security Regulation (DOD 5220.22R) for the receipt, generation, and storage of classified material. The Contractor must possess the clearance at time of 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.

SUBCONTRACT APPROVAL

The Contractor is granted consent to enter into subcontracting agreements with those companies identified in the Subcontracting Plan, or, for small business firms, the companies originally proposed as subcontractors, unless otherwise advised by the CO.

Subcontracts shall also be placed on an Order basis. Only first-tier subcontractors are allowed unless the Contractor can provide a strong technical rationale for inclusion of a second-tier

subcontract and demonstrate what steps have been taken to prevent layering of costs and profit.

The Contractor shall follow the procedures specified in Part 44 of the FAR (RFO) and FAR Clause 52-244-2 when providing advance notification or requesting consent to new subcontracts. New subcontracts may be necessary for professional labor in cases where it is clearly evident to the CO 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.

In order to add a new subcontractor, the Contractor must submit a written technical rationale describing the need for the new subcontractor to the CO for approval.

VISITOR IDENTIFICATION REQUIREMENTS FOR FEDERAL FACILITIES

In accordance with the Department of Homeland Security (DHS) phased enforcement plan for the REAL ID Act (see DHS's REAL ID website), visitors seeking access to military bases and almost all Federal facilities using their state-issued driver's licenses or identification cards must present proper identification issued by REAL ID compliant states or a state that has received an DHS extension. Any visitor from a noncompliant State or other jurisdiction will need to provide an acceptable alternate form of identification with photo (e.g., U.S. Passport) to enter the Federal facility.

When planning a visit to a Federal facility or military base, visitors should contact the facility to determine what identification will be accepted as well as check DHS's REAL ID website for the most up-to-date information on individual state compliance as status can change over time.

This facility entry requirement applies to visitors only. This requirement has no impact on badged Federal and Contractor employees. Driver's licenses from all states are still acceptable identification in the issuance of Federal PIV cards (badges) and for entry in the case of a lost or forgotten PIV card by a badged Federal or Contractor employee.

NON-PERSONAL SERVICES

No personal services as defined in Part 37 of the FAR (RFO) shall be performed under this contract. No contractor employee will be directly supervised by the Government. All individual employee assignments and daily work directions 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 of this communication or action.

The Contractor shall not perform any inherently governmental functions under this contract. No contractor employee shall hold him 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 communication with other government contractors in connection with this contract, the contractor employees shall state that they have no authority to in any way change

the contract and that if the other contractor believes this communication to be a direction to change their contract, they should notify the Contracting Officer for that contract and not carry out the direction until a clarification has been issued by the Contracting Officer.

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.

CONFLICTS OF INTEREST DISCLOSURE

(a) 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.

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

(c) In the absence of any relevant interest identified in (a) 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.

(d) The Contracting Officer will review the statement submitted and may require additional relevant information from the Offeror. All such information, and any other relevant information known to DOT, will be used to determine whether an award to the Offeror may create a conflict of interest. If any such conflict of interest is found to exist, the Contracting Officer may

1. disqualify the Offeror, or

(2) determine that it is otherwise in the best interest of the United States to contract with the Offeror and include appropriate provisions to mitigate or avoid such conflict in the contract awarded.

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

contract for convenience if he or she deems that termination is in the best interest of the Government.

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:
(1) 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
(2) 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 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 "Controlled Unclassified Information") 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:

(1) The Contractor considers the application of the prohibitions of this provision to be inappropriate and unnecessary in the case of a particular subcontractor;
(2) The subcontractor provides a written statement affirming absolute unwillingness to perform absent some relief from the substance of this prohibition;
(3) Use of an alternate subcontract source would reasonably detract from the quality of effort; and
(4) 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 "Controlled Unclassified Information" 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 Federal Acquisition Regulations (FAR), Clause 52.227-14, "Rights in Data - General" (May 2014), and includes, but is not limited to, computer software, as also defined in FAR Clause 52.227-14. In regards 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.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 Fair Opportunity

Orders will be competed among awardees in accordance with FAR 16.507 (as deviated by DOT Class Deviation 2026-14).

H.2 Small Business Participation

The Government will, at the Order level, apply a Small Business Right of First Refusal process to all individual Orders issued under this IDIQ contract vehicle to maximize small business utilization in accordance with FAR 19.111-2 (as deviated by DOT FAR Class Deviation 2026-21). Nothing in this solicitation guarantees a specific allocation of work among awardees.

H.2.1 Operational Mechanism for Mandatory Order-Level Right of First Refusal

Prior to the issuance of any subsequent Order RFQ under Section G.5, the CO will execute a mandatory phased evaluation protocol to enforce this Right of First Refusal:

Step 1: Mandatory Pool Market Research ("Rule of Two"): For every individual order requirement, the CO will evaluate the specific SOW against the verified capabilities of the certified small business IDIQ contract holders. If there is a reasonable expectation that at least two (2) certified small business contract holders are technically capable of performing the work and that the award can be made at a fair market price, the order shall be strictly restricted to those small businesses.

Step 2: Restricted Order Competition: When the "Rule of Two" is satisfied under Step 1, the CO will issue the Order RFQ exclusively to the certified small business contract holders within the IDIQ pool. Proposals will be evaluated under the Fair Opportunity evaluation methodology specified in the RFQ (typically LPTA as outlined in Section M.2.2).

Step 3: Cascading Release to Unrestricted Pool: If the "Rule of Two" is not satisfied during initial market research, or if the restricted small business solicitation fails to yield at least two technically acceptable, fairly priced quotes, the Right of First Refusal for that specific order will be dissolved. The CO will immediately release the RFQ to the entire unrestricted IDIQ awardee pool (including both large and small businesses) under standard fair opportunity procedures.

H.2.2 Small Business Performance & Subcontracting Controls

When an Order is successfully restricted and awarded to a small business concern via the Right of First Refusal protocol, the contractor shall strictly comply with the performance metrics defined in FAR 52.219-14 Limitations on Subcontracting (DEVIATION NOV 2025).

Order Category/Applicable CLINs	Mandated Performance Requirement under FAR 52.219-14
Manufacturing/Supply Orders (CLINs 00100, 00200, 00300)	The small business prime contractor shall not pay more than 50% of the

FAR 52.219-14 (e)(2)	amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities.
Service/Inspection Orders (CLINs 00400, 00500) FAR 52.219-14 (e)(1)	The small business prime contractor shall not pay more than 50% of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities.

Note on Compliance Tracking: In accordance with paragraph (f)(1) of FAR 52.219-14 (DEVIATION NOV 2025), compliance with these subcontracting limitations will be monitored, evaluated, and enforced by the end of the performance period for each individual order issued under the contract. Failure to maintain these performance minimums at the order level will be treated as a material breach and a negative performance deficiency.

H.2.3 Mandatory Manufacturing and Value-Added Requirements (Anti-Pass-Through Controls)

To eliminate excessive pass-through charges and ensure meaningful performance, any small business concern receiving an Order under the Right of First Refusal protocol must act as the primary structural manufacturer, refurbisher, or service provider. The Government will not tolerate "broker" or "shell" prime arrangements.

Core Performance Mandate (CLINs 00100, 00200, 00300): For all locomotive, railcar, and railcar mover manufacturing or refurbishment orders, the small business prime contractor must directly perform core technical, integration, welding, machining, or final assembly functions central to performance within an AAR M-1003 or ISO 9001 certified facility.

Enforcement of Pass-Through Clauses: In accordance with FAR 52.215-23 Limitations on Pass-Through Charges (DEVIATION OCT 2025) and Section H.4, the CO will review the small business prime's cost structure at the individual Order proposal stage. If the prime intends to subcontract more than 70 percent of the total cost of work (excluding materials), the contractor must explicitly identify and prove the "added value" they are providing.

Negligible Value Determination: If the CO determines that the small business prime is adding no or negligible value, and that the arrangement constitutes an excessive pass-through charge, the proposal will be deemed technically unacceptable. The Right of First Refusal for that specific order will be dissolved, and the requirement will cascade to the unrestricted pool under Step 3.

H.3 Organizational Conflicts of Interest (OCI)

(a) Applicability. This clause implements FAR Subpart 9.5 (as deviated by DOT FAR Class Deviation 2025-22). The Contractor shall identify and avoid, neutralize, or mitigate Organizational Conflicts of Interest (OCI).
(b) Disclosure Requirement. Offerors shall disclose in their proposal any actual or potential OCI arising from:

Prior or ongoing contracts with the Government;
Access to nonpublic information;
Performance of systems engineering, technical assistance, evaluation, or advisory services;
Relationships with subcontractors, affiliates, or teaming partners; or
Any other facts that may create impaired objectivity, biased ground rules, or unequal access to information.
(c) Continuing Obligation. The Contractor shall have a continuing obligation throughout contract performance to disclose any actual or potential OCI that arises during performance of the IDIQ or any Order.
(d) Mitigation Plan. If an OCI is identified, the Contractor shall submit a proposed mitigation plan for Government review and approval. The Government retains sole discretion to determine whether the proposed mitigation is adequate.
(e) Government Determination. The Government reserves the right to:
Determine the existence of an OCI;
Require additional mitigation measures;
Exclude the Contractor from consideration for specific Orders; or
Disqualify the Contractor from award if an OCI cannot be adequately mitigated.
(f) Flowdown. The Contractor shall include this clause, including this paragraph (f), in subcontracts that involve performance that may give rise to an OCI.
(g) Failure to Comply. Failure to disclose or adequately mitigate an OCI may be grounds for:
Exclusion from competition for an Order;
Termination for cause in accordance with FAR 52.212-4 (DEVIATION SEP 2025); or
Other remedies available to the Government.
(h) The Government may require non-disclosure agreements or firewalls as part of mitigation.

H.4 Prime Contractor Performance Responsibility

(a) The Prime Contractor shall retain overall responsibility for contract performance and shall perform work in a manner that demonstrates meaningful participation in the execution of Orders issued under this IDIQ.
(b) The Prime Contractor shall:
(1) Exercise primary management responsibility and contractual control;
(2) Perform core technical, integration, or manufacturing functions central to performance;
(3) Provide active oversight and integration of subcontracted effort; and
(4) Add substantive value beyond administrative or pass-through functions.
(c) The Government may review the Prime Contractor's level of participation at the Order level to ensure compliance with FAR 52.215-23 (DEVIATION OCT 2025).
(d) Failure to maintain meaningful participation may be considered a performance deficiency.

PART II – CONTRACT CLAUSES

SECTION I – CONTRACT CLAUSES AND PROVISIONS

I.1 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if

they were given in full text. Upon request, the Contracting Officer will make their full text available. The full text of a clause may also be accessed electronically at this/these address(es):
https://www.acquisition.gov/far/index.html (FAR)
http://www.dot.gov/administrations/assistant-secretary-administration/transportation-acquisition-regulation-tar (TAR)
https://www.acquisition.gov/far-overhaul (Revolutionary FAR Overhaul)

(End of clause)

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

The following Federal Acquisition Regulation (FAR) clauses are incorporated by reference:

NUMBER	TITLE	DATE
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
52.203-6 Alt 1	Restrictions on Subcontractor Sales to the Government (Alternate I)	NOV 2021
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	SEP 2024
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
52.203-17	Contractor Employee Whistleblower Rights and Requirements to Inform Employees of Whistleblower Rights	NOV 2023
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	DEVIATION SEP 2025
52.204-13	System for Award Management Maintenance	DEVIATION SEP 2025
52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts	DEVIATION SEP 2025
52.204-19	Incorporation by Reference of Representation and Certifications	DEC 2014
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	DEVIATION SEP 2025
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	DEVIATION SEP 2025

52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	DEVIATION SEP 2025
52.212-4	Contract Terms and Conditions - Commercial Products and Commercial Services	DEVIATION SEP 2025
52.212-4 Alt 1	Contract Terms and Conditions - Commercial Products and Commercial Services (Alternate I)	DEVIATION SEP 2025
52.215-2	Audit and Record – Negotiation	DEVIATION OCT 2025
52.215-8	Order of Precedence - Uniform Contract Format	DEVIATION OCT 2025
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modifications (Alternate IV)	DEVIATION OCT 2025
52.216-31	Time-and-Materials/Labor-Hour Proposal Requirements - Commercial Acquisition	NOV 2021
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	DEVIATION NOV 2025
52.219-8	Utilization of Small Business Concerns	DEVIATION NOV 2025
52.219-9	Small Business Subcontracting Plan (Other than Small Businesses only)	DEVIATION NOV 2025
52.219-9 Alt II	Small Business Subcontracting Plan (Other than Small Businesses only)	DEVIATION NOV 2025
52.219-13	Notice of Set-Aside of Orders	MAR 2020
52.219-16	Liquidated Damages-Subcontracting Plan	DEVIATION NOV 2025
52.219-28	Postaward Small Business Program Rerepresentation	DEVIATION NOV 2025
52.219-33	Nonmanufacturer Rule	DEVIATION NOV 2025
52.222-3	Convict Labor	DEVIATION OCT 2025
52.222-35	Equal Opportunity for Veterans	DEVIATION OCT 2025
52.222-36	Equal Opportunity for Workers With Disabilities	DEVIATION OCT 2025
52.222-37	Employment Reports on Veterans	DEVIATION OCT 2025
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEVIATION OCT 2025
52.222-41	Service Contract Standards	DEVIATION OCT 2025
52.222-42	Statement of Equivalent Rates for Federal Hires	MAY 2014
52.222-43	Fair Labor Standards Act and Service Contract Labor Standards – Price Adjustment (Multiple Year and Option Contracts)	DEVIATION OCT 2025
52.222-50	Combating Trafficking in Persons	DEVIATION OCT 2025
52.222-54	Employment Eligibility Verification	DEVIATION OCT 2025

52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026	DEVIATION OCT 2025
52.222-62	Paid Sick Leave Under Executive Order 13706	DEVIATION OCT 2025
52.223-2	Reporting of Biobased Products Under Service and Construction Contracts	DEVIATION OCT 2025
52.223-3	Hazardous Material Identification and Material Safety Data	DEVIATION DEC 2025
52.223-3 Alt 1	Hazardous Material Identification and Material Safety Data (Alternate I)	DEVIATION DEC 2025
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2024
52.223-11	Ozone-Depleting Substances	DEVIATION DEC 2025
52.223-12	Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners	DEVIATION DEC 2025
52.223-23	Sustainable Products and Services	DEVIATION DEC 2025
52.225-1	Buy American - Supplies	DEVIATION NOV 2025
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving	MAY 2024
52.227-1	Authorization and Consent	JUN 2020
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	JUN 2020
52.227-14	Rights in Data – General	MAY 2014
52.228-5	Insurance – Work on a Government Installation	JAN 1997
52.229-3	Federal, State, and Local Taxes	DEVIATION AUG 2025
52.232-1	Payments	APR 1984
52.232-7	Payments under Time-and-Materials and Labor-Hour Contracts	NOV 2021
52.232-8	Discounts for Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-17	Interest	MAY 2014
52.232-23	Assignment of Claims	MAY 2014
52.232-33	Payment by Electronic Funds Transfer-System for Award Management	OCT 2018
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	MAR 2023
52.233-3	Protest after Award	DEVIATION SEP 2025
52.233-4	Applicable Law for Breach of Contract Claim	DEVIATION SEP 2025
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	APR 1984

52.242-5	Payments to Small Business Subcontractors	JAN 2017
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes – Fixed Price	DEVIATON JUL 2025
52.243-1 Alt II	Changes-Fixed-Price (Alternate II)	DEVIATION JUL 2025
52.243-3	Changes-Time-and-Materials or Labor-Hours	DEVIATION JUL 2025
52.244-2	Subcontracts	JUN 2020
52.244-6	Subcontracts for Commercial Products and Commercial Services	DEVIATION OCT 2025
52.249-2	Termination for Convenience of the Government (Fixed-Price)	APR 2012
52.249-8	Default (Fixed-Price Supply and Service)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	DEVIATION OCT 2025

The following Federal Acquisition Regulation (FAR) clauses are incorporated in full text:

FAR 52.211-11 Liquidated Damages-Supplies, Services, and Research or Development (OCT 2025)

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of (to be determined at Order level) per calendar day of delay.
(b) If the Government terminates this contract in whole or in part under the Default-Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.
(c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default-Fixed-Price Supply and Service clause in this contract.

(End of clause)

52.215-23 Limitations on Pass-Through Charges (DEVIATION OCT 2025)

(a) Definitions. As used in this clause-
Added value means that the Contractor performs subcontract management functions that the Contracting Officer determines are a benefit to the Government (e.g., processing orders of parts or services, maintaining inventory, reducing delivery lead times, managing multiple sources for contract requirements, coordinating deliveries, performing quality assurance functions).
Excessive pass-through charge, with respect to a Contractor or subcontractor that adds no or negligible value to a contract or subcontract, means a charge to the Government by the Contractor or subcontractor that is for indirect costs or profit/fee on work performed by a subcontractor (other than charges for the costs of managing subcontracts and any applicable indirect costs and associated profit/fee based on such costs).

No or negligible value means the Contractor or subcontractor cannot demonstrate to the Contracting Officer that its effort added value to the contract or subcontract in accomplishing the work performed under the contract (including task or delivery orders).
Subcontract means any contract, as defined in Federal Acquisition Regulation (FAR) 2.101, entered into by a subcontractor to furnish supplies or services for performance of the contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.
Subcontractor, as defined in FAR 44.101, means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.
(b) General. The Government will not pay excessive pass-through charges. The Contracting Officer shall determine if excessive pass-through charges exist.
(c) Reporting. Required reporting of performance of work by the Contractor or a subcontractor. The Contractor shall notify the Contracting Officer in writing if-
(1) The Contractor changes the amount of subcontract effort after award such that it exceeds 70 percent of the total cost of work to be performed under the contract, task order, or delivery order. The notification shall identify the revised cost of the subcontract effort and shall include verification that the Contractor will provide added value; or
(2) Any subcontractor changes the amount of lower-tier subcontractor effort after award such that it exceeds 70 percent of the total cost of the work to be performed under its subcontract. The notification shall identify the revised cost of the subcontract effort and shall include verification that the subcontractor will provide added value as related to the work to be performed by the lower-tier subcontractor(s).
(d) Recovery of excessive pass-through charges. If the Contracting Officer determines that excessive pass-through charges exist;
(1) For other than fixed-price contracts, the excessive pass-through charges are unallowable in accordance with the provisions in FAR subpart 31.2; and
(2) For applicable DoD fixed-price contracts, as identified in 15.408(n)(2)(i)(B), the Government shall be entitled to a price reduction for the amount of excessive pass-through charges included in the contract price.
(e) Access to records. (1) The Contracting Officer, or authorized representative, shall have the right to examine and audit all the Contractor's records (as defined at FAR 52.215-2(a)) necessary to determine whether the Contractor proposed, billed, or claimed excessive pass-through charges.
(2) For those subcontracts to which paragraph (f) of this clause applies, the Contracting Officer, or authorized representative, shall have the right to examine and audit all the subcontractor's records (as defined at FAR 52.215-2(a)) necessary to determine whether the subcontractor proposed, billed, or claimed excessive pass-through charges.
(f) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (f), in all cost-reimbursement subcontracts under this contract that exceed the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, except if the contract is with DoD, then insert in all cost-reimbursement subcontracts and fixed-price subcontracts, except those identified in FAR 15.408(n)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data in FAR 15.403-4 on the date of subcontract award.

(End of clause)

52.216-18 Ordering (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of IDIQ award through five (5) years from the date of IDIQ award.
(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
(c) A delivery order or task order is considered "issued" when—
(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;
(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or
(3) If sent electronically, the Government either—
(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or
(ii) Distributes the delivery order or task order via email to the Contractor's email address.
(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

52.216-19 Order Limitations (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than $15,000, 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 $50,000,000;
(2) Any order for a combination of items in excess of $100,000,000; or
(3) A series of orders from the same ordering office within thirty (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 five (5) days after issuance, with written notice stating the Contractor’s intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 Indefinite Quantity (DEVIATION OCT 2025)

(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 ordering period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order, which may include order options to be exercised after the ordering period of this contract but before the end of the period of performance of the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order, including options exercised, to the same extent as if the order were completed during the contract's ordering period; provided, that the Contractor shall not be required to make any deliveries under this contract after 60 months (5 years) beyond the base contract's expiration date, including exercising options.

(End of clause)

FAR 52.217-8 Option to Extend Services (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within *30 days prior to the end of the period of performance.*

(End of clause)

FAR 52.217-9 Option to Extend the Term of the Contract (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within *30 days*; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least *60 days* before the contract expires. The preliminary notice does not commit the Government to an extension.
(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 1,825 days (5 years).

(End of clause)

52.219-14 Limitations on Subcontracting (DEVIATION NOV 2025) (applies only to small businesses)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.
(b) Definition. Similarly situated entity, as used in this clause, means a first-tier subcontractor, including an independent contractor, that—

(1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and
(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.
(c) Applicability. This clause applies only to—
(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);
(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);
(3) Contracts that have been awarded on a sole-source basis in accordance with sections 19.105, 19.106, 19.107, and 19.108;
(4) Orders expected to exceed the simplified acquisition threshold and that are set aside for small business concerns under multiple-award contracts, as described in 8.4 and 16.5;
(5) Orders, regardless of dollar value, that are set aside in accordance with sections 19.105, 19.106, 19.107, and 19.108 under multiple-award contracts, as described in 8.4 and 16.5; and
(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.
(d) Independent contractors. An independent contractor shall be considered a subcontractor.
(e) By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for—
(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract;
(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;
(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or
(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.
(f) The Contractor shall comply with the limitations on subcontracting as follows:
(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause—
☐ By the end of the base term of the contract and then by the end of each subsequent option period; or
☒ By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.
(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.
(1) In a joint venture comprised of a small business protégé and its mentor approved by the Small Business Administration, the small business protégé shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protégé in the joint venture must be more than administrative functions.
(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

(End of clause)

52.222-90 Addressing DEI Discrimination by Federal Contractors (DEVIATION APR 2026)

(a) Definitions. As used in this clause—
Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor. Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (e.g., vendor agreements), program participation, or allocation or deployment of an entity's resources.
(b) In connection with the performance of work under this contract, the Contractor agrees as follows:
(1) The Contractor will not engage in any racially discriminatory DEI activities.
(2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause.
(3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts.
(4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer.
(5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.
(6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).
(c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, for which the place of delivery or performance is in the United States.

(End of clause)

52.225-1 Buy American-Supplies (OCT 2022)

(a) Definitions. As used in this clause—
Commercially available off-the-shelf (COTS) item—
(1) Means any item of supply (including construction material) that is–
(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" at Federal Acquisition Regulation (FAR) 2.101);
(ii) Sold in substantial quantities in the commercial marketplace; and
(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.
Component means an article, material, or supply incorporated directly into an end product.
Cost of components means—
(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
Critical component means a component that is mined, produced, or manufactured in the United States and deemed critical to the U.S. supply chain. The list of critical components is at FAR 25.105 .
Domestic end product means—
(1) For an end product that does not consist wholly or predominantly of iron or steel or a combination of both-
(i) An unmanufactured end product mined or produced in the United States;
(ii) An end product manufactured in the United States, if-
(A) The cost of its components mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Components of unknown origin are treated as foreign. Scrap generated, collected, and prepared for processing in the United States is considered domestic; or
(B) The end product is a COTS item; or
(2) For an end product that consists wholly or predominantly of iron or steel or a combination of both, an end product manufactured in the United States, if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all the components used in the end product. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the end product and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the end product contains multiple components, the cost of all the materials used in such end product

is calculated in accordance with the definition of "cost of components".
End product means those articles, materials, and supplies to be acquired under the contract for public use.
Fastener means a hardware device that mechanically joins or affixes two or more objects together. Examples of fasteners are nuts, bolts, pins, rivets, nails, clips, and screws.
Foreign end product means an end product other than a domestic end product.
Foreign iron and steel means iron or steel products not produced in the United States. Produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, from the initial melting stage through the application of coatings, except metallurgical processes involving refinement of steel additives. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.
Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners.
Steel means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements.
United States means the 50 States, the District of Columbia, and outlying areas.
(b) 41 U.S.C. chapter 83, Buy American, provides a preference for domestic end products for supplies acquired for use in the United States. In accordance with 41 U.S.C. 1907, the domestic content test of the Buy American statute is waived for an end product that is a COTS item (see 12.505(a)(1)), except that for an end product that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the end product, excluding COTS fasteners.
(c) Offerors may obtain from the Contracting Officer a list of foreign articles that the Contracting Officer will treat as domestic for this contract.
(d) The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the solicitation entitled "Buy American Certificate."

(End of clause)

52.240-91 Security Prohibitions and Exclusions (DEVIATION SEP 2025)

(a) Definitions. As used in this clause—
American Security Drone Act-covered foreign entity means an entity included on a list that the Federal Acquisition Security Council (FASC) develops and maintains and publishes in the System for Award Management (SAM) at https://www.sam.gov (section 1822 of Pub. L. 118-31, 41 U.S.C. 3901 note prec.).
Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).
Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.
Covered article, as defined in 41 U.S.C. 4713(k), means:

(1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;
(2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);
(3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or
(4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.
Covered foreign country means The People's Republic of China.
Covered telecommunications equipment or services means—
(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
Critical technology means—
(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—
(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
(ii) For reasons relating to regional stability or surreptitious listening;
(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).
FASC-prohibited unmanned aircraft system means an unmanned aircraft system manufactured or assembled by an American Security Drone Act—covered foreign entity.
FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring removing covered articles from executive agency

information systems or excluding one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201-1.303(d) and (e):
(1) The Secretary of Homeland Security may issue FASCSA orders that apply to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.
(2) The Secretary of Defense may issue FASCSA orders that apply to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.
(3) The Director of National Intelligence (DNI) may issue FASCSA orders that apply to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.
Information technology, as defined in 40 U.S.C. 11101(6)—
(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use—
(i) Of that equipment; or
(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;
(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but
(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.
Intelligence community, as defined by 50 U.S.C. 3003(4), means the following—
(1) The Office of the Director of National Intelligence;
(2) The Central Intelligence Agency;
(3) The National Security Agency;
(4) The Defense Intelligence Agency;
(5) The National Geospatial-Intelligence Agency;
(6) The National Reconnaissance Office;
(7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;
(8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;
(9) The Bureau of Intelligence and Research of the Department of State;
(10) The Office of Intelligence and Analysis of the Department of the Treasury;
(11) The Office of Intelligence and Analysis of the Department of Homeland Security; or
(12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.
Interconnection arrangements means arrangements governing the physical connection of two or

more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connecting a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.
Kaspersky Lab-covered article means any hardware, software, or service that—
(1) Is developed or provided by a Kaspersky Lab-covered entity;
(2) Includes any hardware, software, or service developed or provided in whole or in part by a Kaspersky Lab-covered entity; or
(3) Contains components using any hardware or software developed in whole or in part by a Kaspersky Lab-covered entity.
Kaspersky Lab-covered entity means—
(1) Kaspersky Lab;
(2) Any successor entity to Kaspersky Lab, including any change in name, e.g., "Kaspersky";
(3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or
(4) Any entity of which Kaspersky Lab has a majority ownership.
National security system, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—
(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or
(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.
Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.
Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.
Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.
Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.
Subsidiary means an entity in which more than 50 percent of the entity is owned directly by a parent corporation or through another subsidiary of a parent corporation.
Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.
Unmanned aircraft means an aircraft that is operated without the possibility of direct human intervention from within or on the aircraft (49 U.S.C. 44801(11)).
Unmanned aircraft system means an unmanned aircraft and associated elements (including communication links and the components that control the unmanned aircraft) that are required for the operator to operate safely and efficiently in the national airspace system (49 U.S.C. 44801(12)).
(b) Prohibitions on providing or using specific products or services in performance of contract. Unless a waiver or exception applies, the Contractor is prohibited from providing any products or

services to the Government or using in the performance of the contract any of the following:
(1) A covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor's employees (section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328));
(2) A Kaspersky Lab-covered article (Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91));
(3) Covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system (paragraphs (a)(1)(A) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)). This does not prohibit contractors from providing—
(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
(ii) Telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.
(c) Prohibition on unmanned aircraft systems manufactured or assembled by American Security Drone Act—covered foreign entities.
(1) Prohibition. The Contractor is prohibited from—
(i) Delivering any FASC-prohibited unmanned aircraft system, which includes unmanned aircraft (i.e., drones) and associated elements (sections 1823 and 1826 of American Security Drone Act of 2023, within the National Defense Authorization Act for Fiscal Year 2024, Pub. L. 118-31, Div. A, Title XVIII, Subtitle B, 41 U.S.C. 3901 note prec.);
(ii) On or after December 22, 2025, operating a FASC-prohibited unmanned aircraft system in the performance of the contract (section 1824 of Pub. L. 118-31); and
(iii) On or after December 22, 2025, using Federal funds to procure or operate a FASC-prohibited unmanned aircraft system (section 1825 of Pub. L. 118-31).
(2) Procedures. The Contractor shall search SAM for the FASC-maintained list of American Security Drone Act—covered foreign entities before proposing, or using in performance of the contract, any unmanned aircraft system. Also, the Contractor shall ensure any effort or expenditure associated with a FASC-prohibited unmanned aircraft system is consistent with a corresponding exemption, exception, or waiver determination expressly stated in the contract.
(3) Exemptions, exceptions, and waivers. The prohibitions in paragraph (c) of this clause do not apply where the agency has determined an exemption, exception, or waiver applies, and the contract indicates that such a determination has been made. See sections 1823 through 1825 and 1832 of Public Law 118-31 for statutory requirements pertaining to exemptions, exceptions, and waivers.
(d) Prohibition on using or providing specific products or services or conducting certain transactions regardless of connection to contract.
(1) Certain telecommunications and video surveillance equipment, systems, or services.
(i) Unless an applicable waiver has been issued by the Government, the Contractor cannot use any equipment, systems, or services that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system (paragraph (a)(1)(B) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)).
(ii) This prohibition applies to using covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. This does not

prohibit the contractor from using—
(A) A service that connects to the facilities of a third party, such as backhaul, roaming, or interconnection arrangements; or
(B) Telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.
(2) Office of Foreign Assets Control Restrictions.
(i) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.
(ii) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas.
(A) For lists of entities and individuals subject to economic sanctions, see OFAC's List of Specially Designated Nationals and Blocked Persons at https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists.
(B) For more information about these restrictions, as well as updates, see OFAC's regulations at 31 CFR chapter V and at https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information.
(C) To conduct electronic screens of potential parties to regulated transactions, see the consolidated screening list at https://www.trade.gov/consolidated-screening-list, which consolidates multiple export screening lists of the Departments of Commerce, State, and the Treasury.
(3) Sudan prohibition. The Contractor is prohibited from conducting any restricted business operations in Sudan in accordance with Accountability and Divestment Act of 2007 (Pub. L. 110-174).
(4) Iran prohibitions.
(i) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, the contractor shall not engage in certain activities or transactions relating to Iran (section 6(b)(1)(A) of Iran Sanctions Act (50 U.S.C. 1701 note).
(ii) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, contractor shall not export certain sensitive technology to Iran, as determined by the President, and has an active exclusion in SAM (22 U.S.C. 8515).
(iii) The prohibition in paragraphs (d)(4)(i) and (d)(4)(ii) do not apply if the acquisition is subject to trade agreements and the offeror certifies that all the offered products are designated country end products or designated country construction material (see part 25).
(iv) Unless an exception applies or the Government grants a waiver, contractors are prohibited from knowingly engaging in any significant transaction (i.e., over $15,000) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked according to the International Emergency Economic Powers Act (section 6(b)(1)(B) of Iran Sanctions Act (50 U.S.C. 1701 note)).
(e) Governmentwide exclusion and removal orders.
(1) Unless the Government has issued an applicable waiver, contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced

or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order as follows:
(i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.
(ii) For all other solicitations and contracts, DHS FASCSA orders apply.
(2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at https://www.sam.gov to locate applicable FASCSA orders.
(3) The Government may identify in the solicitation other FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resulting contract.
(4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 40.204-1(c)).
(f) Reasonable inquiry. The contractor shall conduct a reasonable inquiry to determine if there are any prohibited products or services. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.
(g) Removal of prohibited products and services. For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that this clause prohibits.
(h) General report.
(1) If the Contractor identifies or is notified by any source, (including a subcontractor at any tier), that any product or service provided or used (or to be provided or used) during contract performance does not comply with any prohibition in this clause, then the Contractor shall report the following information, or as much information is known, in writing to the contracting office as identified in paragraph (h)(2) within 72 hours:
(i) Contract number and order number, if applicable;
(ii) The specific prohibition the product or service is not complying with;
(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);
(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));
(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;
(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the contractor would like the Government to consider a waiver, and asks for such a waiver);
(vii) Whether alternative products or services are available that would comply with the prohibition;
(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:
(A) Brand;
(B) Model number, OEM number, manufacturer part number, or wholesaler number; and
(C) Item description, as applicable.
(ix) Any readily available information about mitigation actions implemented or recommended.

(2) If a report must be submitted to a contracting office, the Contractor shall submit the report as follows:
(i) If a Department of Defense contracting office, the Contractor shall report to the website at https://dibnet.dod.mil.
(ii) For all other contracting offices, the Contractor shall report to the Contracting Officer.
(iii) For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.
(3) If the report provided does not contain any of the information required by paragraph (h)(1) of this clause, and the contractor later discovers new information that is required by paragraph (h)(1) of this clause, then the contractor shall submit a subsequent report within 72 hours of discovering the new information.
(4) The contractor shall also report the information in paragraph (h)(1) if the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification.
(i) New FASCSA orders report.
(1) During contract performance, the Contractor shall review SAM at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (e) of this clause.
(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.
(3) The Contractor shall submit a report to the contracting office identified in paragraph (h)(2) of this clause if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s). For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order. The Contractor shall report the following information within 72 hours for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order:
(i) Contract number and order number, if applicable;
(ii) Name of the covered article or source subject to a FASCSA order;
(iii) The specific FASCSA order the product or service does not comply with;
(iv) The elements of (h)(1)(iii) through (ix) of this clause.
(j) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (j) but excluding subparagraphs (d)(1) and (i)(1), in all subcontracts and other contractual instruments, including subcontracts for acquiring commercial products or commercial services.

(End of clause)

52.240-93 Basic Safeguarding of Covered Contractor Information Systems (DEVIATION SEP 2025)

(a) Definitions. As used in this clause—
Covered contractor information system means an information system that is owned or operated by

a contractor that processes, stores, or transmits Federal contract information.
Federal contract information—
(1) Means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government; but
(2) Does not include information provided by the Government to the public (such as on public websites) or simple transactional information (such as information necessary to process payments).
Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).
Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).
Safeguarding means measures or controls that are prescribed to protect information systems.
(b) Safeguarding requirements.
(1) Basic requirements. The Contractor shall safeguard its covered contractor information systems by implementing, at minimum, the following security controls:
(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
(iii) Verify and control/limit connections to and use of external information systems.
(iv) Control information posted or processed on publicly accessible information systems.
(v) Identify information system users, processes acting on behalf of users, or devices.
(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
(xii) Identify, report, and correct information and information system flaws in a timely manner.
(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
(xiv) Update malicious code protection mechanisms when new releases are available.
(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.
(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal departments and agencies relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products, other than commercially available off-the-shelf items, or commercial services), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

FAR 52.252-6 Authorized Deviations in Clauses (NOV 2020)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
(b) The use in this solicitation or contract of any Transportation Acquisition Regulations (48 CFR Chapter 12) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

TRANSPORTATION ACQUISITION REGULATION (48 CFR CHAPTER 12)
The following Transportation Acquisition Regulation (TAR) clauses are incorporated by reference:

NUMBER	TITLE	DATE
1252.222-70	Strikes Or Picketing Affecting Timely Completion Of Contract Work	NOV 2022

The following Transportation Acquisition Regulation (TAR) clauses are incorporated in full text:

1252.204-70 Contractor Personnel Security and Agency Access (NOV 2022)

(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 nonPIV 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 or the Contracting Officer's Representative (COR) 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 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 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 will be the DOT ID card Sponsor and point of contact for the Contractor's application for a DOT ID card. The COR 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 or PM 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, PM or COR, ensure that contractor employees prominently display their ID card.

(3) Immediately notify the COR or, if the COR 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 or, if the COR 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, or if the COR 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 or, if the COR 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 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, or if the COR is unavailable, the Contracting Officer, the issuing office, or the local security servicing organization in accordance with agency procedures.
(j) *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.

(End of clause)

1252.209-70 Organizational and Consultant Conflicts of Interest (NOV 2022)

(a) An offeror shall identify in its proposal, quote, bid or any resulting contract, any potential or actual Organizational and Consultant Conflicts of Interest (OCCI) as described in FAR subpart 9.5. This includes actual or potential conflicts of interests of proposed subcontractors. If an offeror

identifies in its proposal, quote, bid or any resulting contract, a potential or actual conflict of interests the offeror shall submit an Organizational and Consultant Conflicts of Interest Plan (OCCIP) to the contracting officer. The OCCIP shall describe how the offeror addresses potential or actual conflicts of interest and identify how they will avoid, neutralize, or mitigate present or future conflicts of interest.

(b) Offerors must consider whether their involvement and participation raises any OCCI issues, especially in the following areas when:

(1) Providing systems engineering and technical direction.

(2) Preparing specifications or work statements and/or objectives.

(3) Providing evaluation services.

(4) Obtaining access to proprietary information.

(c) If a prime contractor or subcontractor breaches any of the OCCI restrictions, or does not disclose or misrepresents any relevant facts concerning its conflict of interest, the government may take appropriate action, including terminating the contract, in additional to any remedies that may be otherwise permitted by the contract or operation of law.

(End of clause)

1252.211-70 Index for Specifications (NOV 2022)

If an index or table of contents is furnished in connection with specifications, such index or table of contents is for convenience only. Its accuracy and completeness is not guaranteed, and it is not a part of the specification. In case of discrepancy between the index or table of contents and the specifications, the specifications shall govern.

(End of clause)

1252.223-70 Removal or Disposal of Hazardous Substances - Applicable Licenses and Permits (NOV 2022)

The Contractor has__or does not have__[Contractor check applicable response] all licenses and permits required by Federal, State, and local laws to perform hazardous substance(s) removal or disposal services. If the Contractor does not currently possess these documents, it must obtain all requisite licenses and permits within 30 calendar days after date of award. The Contractor shall provide evidence of said documents to the Contracting Officer or designated Government representative prior to commencement of work under the contract.

(End of clause)

1252.223-71 Accident and Fire Reporting (NOV 2022)

(a) The Contractor shall report to the Contracting Officer any accident or fire occurring at the site of the work which causes—

(1) A fatality or as much as one lost workday on the part of any employee of the Contractor or subcontractor at any tier;
(2) Damage of $1,000 or more to Government-owned or leased property, either real or personal;
(3) Damage of $1,000 or more to Contractor or subcontractor owned or leased motor vehicles or mobile equipment; or
(4) Damage for which a contract time extension may be requested.
(b) Accident and fire reports required by paragraph (a) of this section shall be accomplished by the following means:
(1) Accidents or fires resulting in a death, hospitalization of five or more persons, or destruction of Government-owned or leased property (either real or personal), the total value of which is estimated at $100,000 or more, shall be reported immediately by telephone to the Contracting Officer or his/her authorized representative and shall be confirmed in writing within 24 hours to the Contracting Officer. Such report shall state all known facts as to extent of injury and damage and as to cause of the accident or fire.
(2) Other accident and fire reports required by paragraph (a) of this section may be reported by the Contractor using a state, private insurance carrier, or Contractor accident report form which provides for the statement of—
(i) The extent of injury; and
(ii) The damage and cause of the accident or fire.
Such report shall be mailed or otherwise delivered to the Contracting Officer within 48 hours of the occurrence of the accident or fire.
(c) The Contractor shall assure compliance by subcontractors at all tiers with the requirements of this clause.

(End of clause)

1252.223-73 Seat Belt Use Policies and Programs (NOV 2022)

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Contractor 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. For information on how to implement such a program or for statistics on the potential benefits and cost-savings to your company or organization, please visit the Click it or Ticket seat belt safety section of NHTSA's website at https://www.nhtsa.gov/campaign/click-it-or-ticket and https://www.nhtsa.gov/risky-driving/seat-belts.

(End of clause)

1252.232-70 Electronic Submission of Payment Requests (DEVIATION AUG 2025)

(a) Definitions. As used in this clause—
(1) Contract financing payment has the meaning given in FAR 32.001.
(2) Payment request means a bill, voucher, invoice, or request for contract financing payment or invoice payment with associated supporting documentation. The payment request must comply with the requirements identified in FAR 32.905(b), “Content of Invoices,” this clause, and the applicable Payment clause included in this contract.

(3) Electronic form means an automated system transmitting information electronically according to the accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests.
(4) Invoice payment has the meaning given in FAR 32.001.
(b) Electronic payment requests. Except as provided in paragraph (e) of this clause, the contractor shall submit payment requests in electronic form. Purchases paid with a Governmentwide commercial purchase card are considered to be an electronic transaction for purposes of this rule, and therefore no additional electronic invoice submission is required.
(c) Processing system. The Department of Transportation utilizes the DELPHI system for processing invoices. The DELPHI module for submitting invoices is called iSupplier. Access to DELPHI is granted with electronic authentication of credentials (name & valid email address) utilizing the GSA credentialing platform login.gov. Vendors submitting invoices are required to submit invoices via iSupplier (DELPHI) and authenticated via www.login.gov.
(d) Invoice requirements. To receive payment and in accordance with the Prompt Payment Act, all invoices submitted as attachments in iSupplier (DELPHI) shall contain the following:
(1) Invoice number and invoice date.
(2) Period of performance covered by invoice.
(3) Contract number and title.
(4) Task/Delivery Order number and title (if applicable).
(5) Amount billed (by CLIN), current and cumulative.
(6) Total ($) of billing.
(7) Cumulative total billed for all contract work to date.
(8) Name, title, phone number, and mailing address of person to be contacted in the event of a defective invoice.
(9) Travel. If the contract includes allowances for travel, all invoices which include charges pertaining to travel expenses will catalog a breakdown of reimbursable expenses with the appropriate receipts to substantiate the travel expenses.
(TAR Class Deviation 2025-02_A1)
(10) The following statement "The Contractor certifies that, by submitting this invoice to the Government, the supplies and/or services billed have been shipped, rendered, or delivered in accordance with instructions issued by the ordering officer; that they are reflected in the quantities and/or period of performance stated on the invoice; and that such supplies and/or services conform to the quantity and quality requirements specified in the applicable contract, order, or blanket purchase agreement. Furthermore, pursuant to Executive Order 14173, Ending Illegal Discrimination And Restoring Merit-Based Opportunity, the Contractor certifies that it is in compliance with the Equal Protection principles of the Constitution and all applicable Federal anti-discrimination laws, and acknowledges that such compliance is material to the Government's payment decision under the False Claims Act (31 U.S.C. § 3729(b)(4)). The Contractor also affirms that it does not operate any diversity, equity, and inclusion (DEI) initiatives that are inconsistent with the Equal Protection principles of the Constitution and the non-discrimination requirements of Federal law, as interpreted by the Supreme Court in Students for Fair Admissions v. Harvard, 600 U.S. 181 (2023)."
(e) Payment system registration. All persons accessing the iSupplier (DELPHI) will be

required to have their own unique user ID and password and be credentialed through login.gov.
(1) Electronic authentication. See www.login.gov for instructions.
(2) To create a www.login.gov account, the user will need a valid email address and a working phone number. The user will create a password and then www.login.gov will reply with an email confirming the email address.
(3) iSupplier (DELPHI) registration instructions: New users should navigate to: http://einvoice.esc.gov to establish an account. Users are required to log in to iSupplier (DELPHI) every 45 days to keep it active.
(4) Training on DELPHI. To facilitate use of DELPHI, comprehensive user information is available at http://einvoice.esc.gov.
(5) Account Management. Vendors are responsible to contact their assigned COR when their firm's points of contacts will no longer be submitting invoices, so they can be removed from the system.
(f) Waivers. For contractors/vendors who are unable to utilize DOT's DELPHI system, waivers may be considered by DOT on a case-by-case basis. Vendors should contact their Contracting Officer's Representative (COR) for procedures.
(g) Exceptions and alternate payment procedures. If, based on one of the circumstances set forth in 1232.7002(a) or (b), and the contracting officer directs that payment requests be made by mail, the contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. If alternate payment procedures are authorized, the Contractor shall include a copy of the Contracting Officer's written authorization with each payment request. If DELPHI is succeeded by later technology, the Contracting Officer will supply the Contractor with the latest applicable electronic invoicing instructions.

(End of clause)

1252.237-70 Qualifications of Contractor Employees (NOV 2022)

(a) Definition. Sensitive information, as used in this clause, means any information that is proprietary data or, if subject to unauthorized access, modification, loss, or misuse, could adversely affect the national interest, the conduct of Federal programs, or the privacy of individuals specified in The Privacy Act, 5 U.S.C. 552a, but has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy.
(b) Work under this contract may involve access to DOT facilities or sensitive information or resources (e.g., information technology including computer systems). To protect sensitive information, which shall not be disclosed by the contractor unless authorized in writing by the Contracting Officer, the Contractor shall provide training to any contractor employees authorized to access sensitive information, and upon request of the Government, provide information to assist the Government in determining an individual's suitability to have authorization.
(c) The Contracting Officer may require dismissal from work under this contract of those employees deemed incompetent, careless, insubordinate, unsuitable, or otherwise objectionable, or whose continued employment is deemed contrary to the public interest or inconsistent with the best interest of national security.
(d) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the

Contracting Officer's Representative (COR) or Program Manager's (PM) request, the Contractor's employees shall be fingerprinted or subject to other investigations as required.
(e) The Contractor shall ensure that contractor employees working on this contract are citizens of the United States of America or non-citizens who have been lawfully admitted for permanent residence or employment (indicated by immigration status) as evidenced by U.S. Citizenship and Immigration Services (USCIS) documentation.
(f) Subcontract flow-down requirement. The Contractor shall include this clause, including this paragraph (f), in subcontracts whenever this clause is included in the prime contractor's contract.

(End of clause)

1252.237-73 Key Personnel (NOV 2022)

(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:
[To be inserted at Order award]

(End of clause)

1252.239-72 Compliance with Safeguarding DOT Sensitive Data Controls NOV 2022

(a) The Contractor shall implement security requirements contained in clause 1252.239–74, Safeguarding DOT Sensitive Data and Cyber Incident Reporting, for all DOT sensitive data on all Contractor information systems that support the performance of this contract.
(b) Contractor information systems not part of an information technology service or system operated on behalf of the Government as part of this contract are not subject to the provisions of this clause.
(c) By submission of this offer, the Offeror represents that it will implement the security requirements specified by National Institute of Standards and Technology (NIST) Special Publication (SP) 800–171, Revision 2, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" at https://csrc.nist.gov/publications/detail/sp/800-171/rev-2/final that are in effect at the time the solicitation is issued or as authorized by the contracting officer.
(d) If the Offeror proposes to vary from any security requirements specified by NIST SP 800–171, Rev. 2 in effect at the time the solicitation is issued or as authorized by the Contracting Officer, the Offeror shall submit to the Contracting Officer, for consideration by the DOT Chief Information Officer (CIO), a written explanation of—
(1) Why a particular security requirement is not applicable; or
(2) How the Contractor will use an alternative, but equally effective, security measure to satisfy the requirements of NIST SP 800–171, Rev. 2.
(e) The Office of the DOT CIO will evaluate offeror requests to vary from NIST SP 800–171, Rev.

2 requirements and inform the Offeror in writing of its decision before contract award. The Contracting Officer will incorporate accepted variance(s) from NIST SP 800–171, Rev. 2 into any resulting contract.

(End of clause)

1252.239-74 Safeguarding DOT Sensitive Data and Cyber Incident Reporting NOV 2022

(a) Definitions. As used in this clause—

Adequate security means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information against the probability of occurrence.

Compromise means disclosure of information to unauthorized persons, or a violation of the security policy of a system, whereby without authorization information is disclosed, modified, destroyed, lost, or copied to unauthorized media—whether intentionally or unintentionally.

Contractor attributional/proprietary information means information that identifies the Contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the Contractor(s) (e.g., program description, facility locations), personally identifiable information, trade secrets, commercial or financial information, or other commercially sensitive information not customarily shared outside of a company.

Covered contractor information system means an unclassified information system owned or operated by or for a Contractor and that processes, stores, or transmits DOT sensitive data.

DOT sensitive data means unclassified information that requires safeguarding or dissemination controls pursuant to and consistent with law, regulation, and Government-wide policies, and is—

(1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the Contractor by or on behalf of DOT in support of the performance of the contract; or

(2) Collected, developed, received, transmitted, used, or stored by or on behalf of the Contractor in support of the performance of the contract.

Cyber incident means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

Federal record as defined in 44 U.S.C. 3301, includes all recorded information, regardless of form or characteristics, made or received by a Federal agency under Federal law or in connection with the transaction of public business and preserved or appropriate for preservation by that agency or its legitimate successor as evidence of the organization, functions, policies, decisions, procedures, operations, or other activities of the United States Government or because of the informational value of data in them. The term Federal record—

(1) Includes all DOT records;

(2) Does not include personal materials;

(3) Applies to records created, received, or maintained by Contractors pursuant to a DOT contract; and

(4) May include deliverables and documentation associated with deliverables.

Forensic analysis means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

Malicious software means computer software or firmware intended to perform an unauthorized

process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

Media means physical devices or writing surfaces including, but not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which DOT sensitive data is recorded, stored, or printed within a covered contractor information system.

Operationally critical support means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

Spillage security incident means an incident that results in the transfer of classified or unclassified information onto an information system not accredited (i.e., authorized) for the appropriate security level.

Technical information means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) Adequate security. The Contractor shall provide adequate security on all covered contractor information systems. To provide adequate security, the Contractor shall implement, at a minimum, the following information security protections:

(1) For covered Contractor information systems that are part of an information technology (IT) service or system operated on behalf of the Government, the following security requirements apply:

(i) Cloud computing services shall be subject to the security requirements specified in the clause 1252.239–76, Cloud Computing Services, of this contract.

(ii) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract.

(2) For covered Contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1) of this clause, the following security requirements apply:

(i) Except as provided in paragraph (b)(2)(iv) of this clause, the contractor information system shall be subject to the security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800–171, Revision 2, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" (available via the internet at https://csrc.nist.gov/publications/detail/sp/800-171/rev-2/final) in effect at the time the solicitation is issued or as authorized by the Contracting Officer.

(ii) The Contractor shall implement NIST SP 800–171, Rev. 2, no later than 30 days after the award of this contract. The Contractor shall notify Contract Officer of any security requirements specified by NIST SP 800–171, Rev. 2 not implemented within 30 days of time of contract award.

(iii) If the Offeror proposes to vary from any security requirements specified by NIST SP 800–171, Rev. 2 in effect at the time the solicitation is issued or as authorized by the Contracting Officer, the Offeror shall submit to the Contracting Officer, for consideration by the DOT Chief Information Officer (CIO), a written explanation of—

(A) Why a particular security requirement is not applicable; or
(B) How the Contractor will use an alternative, but equally effective, security measure to satisfy the requirements of NIST SP 800–171, Rev. 2.
(iv) The Office of the DOT CIO will evaluate offeror requests to vary from NIST SP 800–171, Rev. 2 requirements and inform the Offeror in writing of its decision before contract award. The Government will incorporate accepted variance(s) from NIST SP 800–171, Rev. 2 into any resulting contract.
(v) The Contractor need not implement any security requirement adjudicated by an authorized representative of the DOT CIO to be nonapplicable, or have an alternative, but equally effective, security measure that may be implemented in its place.
(vi) If the DOT CIO has previously adjudicated the contractor's requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Contracting Officer when the Contractor requests its recognition under this contract.
(3) If the Contractor intends to use an external cloud service provider to store, process, or transmit any DOT sensitive data in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline (https://www.fedramp.gov/resources/documents/) and that the cloud service provider complies with requirements in paragraphs (c) through (h) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.
(4) The Contractor will apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraphs (b)(1) and (b)(2) of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan, as required by, clause 1252.239–70, Security Requirements for Unclassified Information Technology Resources.
(c) Cyber incident reporting requirement.
(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the DOT sensitive data residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support and identified in the contract, the Contractor shall—
(i) Conduct a review for evidence of compromise of DOT sensitive data, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised DOT sensitive data or whether the incident affects the Contractor's ability to provide operationally critical support; and
(ii) Rapidly report cyber incidents to DOT Security Operations Center (SOC) 24x7x365 at phone number: 571–209–3080 (Toll Free: 1–866–580–1852).
(d) Cyber incident report. The cyber incident report shall be treated as information created by or for DOT and shall include, at a minimum, the required elements in paragraph (c)(1)(i).
(e) Spillage. Upon notification by the Government of a spillage, or upon the Contractor's discovery of a spillage, the Contractor shall cooperate with the Contracting Officer to address the spillage in

compliance with DOT policy.
(f) Malicious software. When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, the Contractor shall submit the malicious software to DOT in accordance with instructions provided by the Contracting Officer. Do not send the malicious software to the Contracting Officer.
(g) Media preservation and protection. When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DOT to request the media or decline interest.
(h) Access to additional information or equipment necessary for forensic analysis. Upon request by DOT, the Contractor shall provide DOT with access to additional information or equipment that is necessary to conduct a forensic analysis.
(i) Cyber incident damage assessment activities. If DOT elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (c) of this clause.
(j) DOT safeguarding and use of Contractor attributional/proprietary information. The Government shall protect against the unauthorized use or release of information obtained from the Contractor (or derived from information obtained from the Contractor) under this clause that includes Contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the Contractor attributional/proprietary information that is included in such authorized release consistent with applicable law.
(k) Use and release of Contractor attributional/proprietary information not created by or for DOT. Information that is obtained from the Contractor (or derived from information obtained from the Contractor) under this clause that is not created by or for DOT is authorized to be released outside of DOT—
(1) To entities with missions that may be affected by such information;
(2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;
(3) To Government entities that conduct counterintelligence or law enforcement investigations;
(4) To a support services contractor ("recipient") that is directly supporting Government activities under a contract that includes the clause at 1252.239–73, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information; or
(5) With Contractor's consent; or
(6) As otherwise required by law.
(l) Use and release of Contractor attributional/proprietary information created by or for DOT. Information that is obtained from the Contractor (or derived from information obtained from the Contractor) under this clause that is created by or for DOT (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DOT for purposes and activities authorized by paragraph (j) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.
(m) The Contractor shall conduct activities under this clause in accordance with applicable laws

and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.
(n) Other safeguarding or reporting requirements. The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable Government statutory or regulatory requirements.
(o) Subcontract flowdown requirements. The Contractor shall—
(1) Include this clause, including this paragraph (o), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve DOT sensitive data, including subcontracts for commercial products and commercial services, without alteration, except to identify the parties. The Contractor shall determine if the information required for subcontractor performance retains its identity as DOT sensitive data and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and
(2) Require subcontractors to—
(i) Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800–171, Rev. 2 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(iii) of this clause; and
(ii) Provide the incident report number, automatically assigned by DOT, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to DOT as required in paragraph (c) of this clause.

(End of clause)

1252.239-91 Records Management (NOV 2022)

(a) Definition.
Federal record, as defined in 44 U.S.C. 3301, means all recorded information, regardless of form or characteristics, made or received by a Federal agency under Federal law or in connection with the transaction of public business and preserved or appropriate for preservation by that agency or its legitimate successor as evidence of the organization, functions, policies, decisions, procedures, operations, or other activities of the United States Government or because of the informational value of data in them. The term Federal record:
(1) Includes all DOT records.
(2) Does not include personal materials.
(3) Applies to records created, received, or maintained by Contractors pursuant to a DOT contract.
(4) May include deliverables and documentation associated with deliverables.
(b) Requirements.
(1) Compliance. Contractor shall comply with all applicable records management laws and regulations, as well as National Archives and Records Administration (NARA) records policies, including but not limited to 44 U.S.C. chapters 21, 29, 31, and 33, NARA regulations at 36 CFR chapter XII, subchapter B, and those policies associated with the safeguarding of records covered by Privacy Act of 1974 (5 U.S.C. 552a). These policies include the preservation of all records, regardless of form or characteristics, mode of transmission, or state of completion.
(2) Applicability. In accordance with 36 CFR 1222.32, all data created for Government use and delivered to, or falling under, the legal control of the Government, are Federal records subject to the provisions of 44 U.S.C. chapters 21, 29, 31, and 33, the Freedom of Information Act (FOIA)

(5 U.S.C. 552), as amended, and the Privacy Act of 1974 (5 U.S.C. 552a), as amended. Such Federal records shall be managed and scheduled for disposition only as permitted by the Federal Records Act, other relevant statutes or regulations, and DOT Order 1351.28, Departmental Records Management Policy.

(3) Records maintenance. While DOT records are in the Contractor's custody, the Contractor is responsible for preventing the alienation or unauthorized destruction of DOT records, including all forms of mutilation. Records may not be removed from the legal custody of DOT or destroyed except in accordance with the provisions of the agency records schedules and with the written concurrence of the DOT or Component Records Officer, as appropriate. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. In the event of any unlawful or accidental removal, defacing, alteration, or destruction of records, the Contractor must report the event to the Contracting Officer in accordance with 36 CFR part 1230, Unlawful or Accidental Removal, Defacing, Alteration, or Destruction of Records, for reporting to NARA.

(4) Unauthorized disclosure. The Contractor shall notify the Contracting Officer within two hours of discovery of any inadvertent or unauthorized disclosures of information, data, documentary materials, records or equipment. Disclosure of non-public information is limited to authorized personnel with a need-to-know as described in the contract. The Contractor shall ensure that the appropriate personnel, administrative, technical, and physical safeguards are established to ensure the security and confidentiality of this information, data, documentary material, records and/or equipment. The Contractor shall not remove material from Government facilities or systems, or facilities or systems operated or maintained on the Government's behalf, without the express written permission of the Contracting Officer. When information, data, documentary material, records and/or equipment is no longer required, it shall be returned to DOT control or the Contractor must hold it until otherwise directed. Items returned to the Government shall be hand carried, mailed, emailed, or securely electronically transmitted to the Contracting Officer or address prescribed in the contract. Destruction of records is expressly prohibited unless in accordance with the contract.

(c) Non-public information. The Contractor shall not create or maintain any records containing any non-public DOT information that are not specifically authorized by the contract.

(d) Rights in data. Rights in data under this contract are set forth in clauses prescribed by FAR part 27 and included in this contract, (e.g., 52.227–14 Rights in Data—General). The Contractor must make any assertion of copyright in the data or other deliverables under this contract and substantiate such assertions. The Contractor must add or correct all limited rights, restricted rights, or copyright notices and take all other appropriate actions in accordance with the terms of this contract and the clauses included herein.

(e) Notification of third-party access requests. The Contractor shall notify the Contracting Officer promptly of any requests from a third party for access to Federal records, including any warrants, seizures, or subpoenas it receives, including those from another Federal, State, or local agency. The Contractor shall cooperate with the Contracting Officer to take all measures to protect Federal records, from any unauthorized disclosure.

(f) Training. All Contractor employees assigned to this contract who create, work with, or otherwise handle records are required to take DOT-provided records management training. The Contractor is responsible for confirming to the Contracting Officer that training, including initial training and any annual or refresher training, has been completed in accordance with agency policies.

(g) Subcontract flowdown requirements.
(1) The Contractor shall incorporate the substance of this clause, its terms and requirements including this paragraph (g), in all subcontracts under this contract, and require written subcontractor acknowledgment of same.
(2) Violation by a subcontractor of any provision set forth in this clause will be attributed to the Contractor.

(End of clause)

1252.239-93 Information and Communication Technology Accessibility (NOV 2022)

(a) All Information and Communication Technology (ICT) supplies, information, documentation and services support developed, acquired, maintained or delivered under this contract or order must comply with the Information and Communication Technology (ICT) Standards and Guidelines (see 36 CFR parts 1193 and 1194). Information about Section 508 is available at https://www.section508.gov/.
(b) The Section 508 accessibility standards applicable to this contract or order are identified in the Specification, Statement of Work, or Performance Work Statement. If it is determined by the Government that ICT supplies and services provided by the Contractor do not conform to the described accessibility standards in the contract, remediation of the supplies or services to the level of conformance specified in the contract will be the responsibility of the Contractor at its own expense.
(c) The Section 508 accessibility standards applicable to this contract are: determined at the task order level.
(d) In the event of a modification(s) to this contract or order, which adds new ICT supplies or services or revises the type of, or specifications for, supplies or services, the Contracting Officer may require that the Contractor submit a completed Section 508 Checklist and any other additional information necessary to assist the Government in determining that the ICT supplies or services conform to Section 508 accessibility standards. If the Government determines that ICT supplies and services provided by the Contractor do not conform to the described accessibility standards in the contract, remediation of the supplies or services to the level of conformance specified in the contract will be the responsibility of the Contractor at its own expense.
(e) If this is an indefinite-delivery type contract, a Blanket Purchase Agreement or a Basic Ordering Agreement, the task/delivery order requests that include ICT supplies or services will define the specifications and accessibility standards for the order. In those cases, the Contractor may be required to provide a completed Section 508 Checklist and any other additional information necessary to assist the Government in determining that the ICT supplies or services conform to Section 508 accessibility standards. If it is determined by the Government that ICT supplies and services provided by the Contractor do not conform to the described accessibility standards in the provided documentation, remediation of the supplies or services to the level of conformance specified in the contract will be the responsibility of the Contractor at its own expense.

(End of clause)

1252.242-72 Dissemination of Contract Information (NOV 2022)

The Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the

performance of this contract, without the prior written consent of the Contracting Officer. Two copies of any material proposed to be published or distributed shall be submitted to the Contracting Officer.

(End of clause)

1252.245-70 Use of Government Furnished Equipment or Information —Official, Unofficial, and Personal International Travel (DEVIATION MAR 2024)

Unless the Contracting Officer provides authorization for DOT official international travel and DOT standard issued Government Furnished Equipment (GFE) is provided, the contractor is prohibited from using GFE or personal equipment to conduct Department of Transportation (DOT) business or access DOT data and information systems outside of the United States or its territories. This prohibition applies, but is not limited to, while on personal, unofficial, or official travel.

PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J – LIST OF ATTACHMENTS

Attachment 1: Locomotives and Locations (March 2026; 3 pages) - please note these locations and quantities may be subject to change.

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

The following FAR provisions are incorporated by reference:

NUMBER	TITLE	DATE
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation	DEVIATION SEP 2025
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations-Representation	DEVIATION SEP 2025
52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law	DEVIATION SEP 2025

The following FAR provisions are incorporated in full text:

52.203-2 Certificate of Independent Price Determination (APR 1985)

(a) The offeror certifies that-
(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-
(i) Those prices;
(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.
(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-
(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or
(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision _____ [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and
(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.
(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (SEP 2024)

(a) Definitions. As used in this provision-"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).
(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.
(c) Certification. The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.
(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to civil penalties as provided in 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(End of provision)

52.204-5 Women-Owned Business (Other Than Small Business) (OCT 2014)

(a) Definition."Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.
(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (c)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it □ is a women-owned business concern.

(End of provision)

52.209-5 Certification Regarding Responsibility Matters (DEVIATION SEP 2025)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—
(i) The Offeror and/or any of its Principals—
(A) Are □ are not □ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
(B) Have □ have not □, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);
(C) Are □ are not □ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and
(D) Have □, have not □, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied. Federal taxes are considered delinquent if both of the following criteria apply:
(1) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if a pending administrative or judicial challenge remains. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(2) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
(ii) The Offeror has □ has not □, within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
(2) "Principal," for the purposes of this certification, 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 shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the Government will consider the certification in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
(d) This provision does not require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a). The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If the Government later determines that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

FAR 52.209-7 Information Regarding Responsibility Matters DEVIATION SEP 2025

(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).

(End of provision)

FAR 52.215-6 Place of Performance (DEVIATION OCT 2025)

(a) The offeror or respondent, in the performance of any contract resulting from this request for proposals, □ intends, □ does not intend [*check applicable block*] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.
(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

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

(End of provision)

52.215-22 Limitations On Pass-Through Charges-Identification Of Subcontract Effort (OCT 2009)

(a) Definitions. Added value, excessive pass-through charge, subcontract, and subcontractor, as used in this provision, are defined in the clause of this solicitation entitled "Limitations on Pass-Through Charges" (FAR 52.215-23 (DEVIATION OCT 2025)).
(b) General. The offeror's proposal shall exclude excessive pass-through charges.
(c) Performance of work by the Contractor or a subcontractor. (1) The offeror shall identify in its proposal the total cost of the work to be performed by the offeror, and the total cost of the work to be performed by each subcontractor, under the contract, task order, or delivery order.
(2) If the offeror intends to subcontract more than 70 percent of the total cost of work to be performed under the contract, task order, or delivery order, the offeror shall identify in its proposal-
(i) The amount of the offeror's indirect costs and profit/fee applicable to the work to be performed by the subcontractor(s); and
(ii) A description of the added value provided by the offeror as related to the work to be performed by the subcontractor(s).
(3) If any subcontractor proposed under the contract, task order, or delivery order intends to subcontract to a lower-tier subcontractor more than 70 percent of the total cost of work to be performed under its subcontract, the offeror shall identify in its proposal-
(i) The amount of the subcontractor's indirect costs and profit/fee applicable to the work to be performed by the lower-tier subcontractor(s); and
(ii) A description of the added value provided by the subcontractor as related to the work to be performed by the lower-tier subcontractor(s).

(End of provision)

FAR 52.219-1 Small Business Program Representations (DEVIATION NOV 2025)

(a) *Definitions*. As used in this provision-
Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.
HUBZone small business concern means a small business concern that meets the requirements described in 13 CFR 126.200, is certified by the Small Business Administration (SBA) and designated by SBA as a HUBZone small business concern in the Small Business Search (SBS) (13 CFR 126.103).
Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300.
Small business concern—
(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR

part 121 and the size standard in paragraph (b) of this provision.
(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.
Small disadvantaged business concern means a small business concern that-
(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by one or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and
(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraph (1) of this definition.
Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127) means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.
(b)
(1) The North American Industry Classification System (NAICS) code for this acquisition is 336510.
(2) The small business size standard is 1,500 employees.
(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 (*i.e.*, nonmanufacturer), 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.
(c) *Representations.*
(1) The offeror represents as part of its offer that—
(i) it □ is, □ is not a small business concern; or
(ii) It □ is, □ is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* __.]
(2) [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it □ is, □ is not a women-owned small disadvantage business concern.
(3) *Women-owned small business (WOSB) joint venture eligible under the WOSB Program.* The offeror represents as part of its offer that it □ is, □ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* __.]
(4) *Economically disadvantaged women-owned small business (EDWOSB) joint venture.* The offeror represents as part of its offer that it □ is, □ is not a joint venture that complies with the

requirements of 13 CFR 127.506(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* __.]
(5) *SDVOSB joint venture eligible under the SDVOSB Program*. [*Complete only if the offeror is certified as a SDVOSB concern*]. The offeror represents as part of its offer that it □ is, □ is not a SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:*__.]
(6) *HUBZone joint venture eligible under the HUBZone Program.* [*Complete only if the offeror is a HUBZone small business concern.*] The offeror represents, as part of its offer, that it □ is, □ is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* __.] Each HUBZone small business concern participating in the HUBZone joint venture must be certified as a HUBZone concern.
(d) *Notice.* Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, will be—
(1) Punished by imposition of fine, imprisonment, or both;
(2) Subject to administrative remedies, including suspension and debarment; and
(3) Ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.225-18 Place of Manufacture (AUG 2018)

(a) Definitions. As used in this provision—
Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except-
(1) FPSC 5510, Lumber and Related Basic Wood Materials;
(2) Product or Service Group (PSG) 87, Agricultural Supplies;
(3) PSG 88, Live Animals;
(4) PSG 89, Subsistence;
(5) PSC 9410, Crude Grades of Plant Materials;
(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
(8) PSC 9610, Ores;
(9) PSC 9620, Minerals, Natural and Synthetic; and
(10) PSC 9630, Additive Metal Materials.
Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.
(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

(1) □ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
(2) □ Outside the United States.

(End of provision)

52.227-15 Representation of Limited Rights Data and Restricted Computer Software (DEC 2007)

(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:

_____
_____
_____

(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.

(End of provision)

52.240-90 Security Prohibitions and Exclusions Representations and Certifications (DEVIATION SEP 2025)
(a) *Definitions.* As used in this provision-—
Backhaul, covered article, covered telecommunications equipment or services, critical technology, FASCSA order, Intelligence community, interconnection arrangements, national security system, roaming, sensitive compartmented information, sensitive compartmented information system, source, and substantial or essential component have the meanings provided in the clause 52.240-91, Security Prohibitions and Exclusions.
Business operations means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.
Marginalized populations of Sudan means—

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and
(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.
Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—
(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
(2) Are conducted under specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
(3) Consist of providing goods or services to marginalized populations of Sudan;
(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
(5) Consist of providing goods or services that are used only to promote health or education; or
(6) Have been voluntarily suspended.
Sensitive technology—
(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
(i) To restrict the free flow of unbiased information in Iran; or
(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).
(b) *Procedures*.
(1) *Covered telecommunications and video surveillance*. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at https://www.sam.gov for entities excluded from receiving federal awards for "covered telecommunications equipment or services."
(2) *FASCSA Orders*.
(i) The Offeror shall search in SAM for the phrase "FASCSA order" for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (e) of FAR 52.240-91, Security Prohibitions and Exclusions.
(ii) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM but are effective and apply to the solicitation and resultant contract (see FAR 40.204-1(c)(2)).
(iii) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.
(c) *Covered telecommunications equipment or services representations*. By submission of its offer, the Offeror represents that, after conducting a reasonable inquiry (that looks at any information in the Offeror's possession but does not need to include an internal or third-party audit)—
(1) It will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation, except as waived by the solicitation, or as disclosed in paragraph (g); and

(2) It does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services, except as waived by the solicitation, or as disclosed in paragraph (g).
(d) *FASCSA Representation*. By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph (g). A reasonable inquiry will look at any information in the offeror's possession but does not need to include an internal or third-party audit.
(e) *Sudan certification*. By submission of its offer, the offeror certifies, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), that the offeror does not conduct any restricted business operations in Sudan.
(f) *Iran Representation and Certifications*.
(1) Except as provided in paragraph (f)(2) of this provision or if a waiver has been granted in accordance with FAR 40.203-3, the offeror, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), by submission of its offer—
(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;
(ii) Certifies that the offeror, or any person (as defined at section 15 of the Iran Sanctions Act of 1996, Pub. L. 104-172, 50 U.S.C. 1701 note) owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and
(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $15,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx)
(2) Exception for trade agreements. The representation and certification requirements of paragraph (f)(1) of this provision do not apply if—
(i) This solicitation includes a trade agreements notice or certification (e.g., 52.225-6, Trade Agreements Certificate); and
(ii) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.
(iii) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.
(g) *Disclosure*.
(1) If the Offeror is not able to represent compliance with the prohibitions in paragraphs (c) or (d), then the Offeror shall disclose within 72 hours to the contracting office identified in paragraph (g)(2) the following information for each product or service not compliant:

(i) Contract number and order number, if applicable;
(ii) Identification of whether this disclosure relates to paragraph (c) on covered telecommunication equipment or services, or to paragraph (d) on FASCSA orders;
(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);
(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));
(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;
(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the offeror would like the Government to consider a waiver);
(vii) Whether alternative products or services are available that would be compliant with the prohibition;
(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:
(A) Brand;
(B) Model number, OEM number, manufacturer part number, or wholesaler number; and
(C) Item description, as applicable.
(ix) Any readily available information about mitigation actions undertaken or recommended.
(2) If a disclosure is required to be submitted to a contracting office, the offeror shall submit the disclosure as follows:
(i) If a Department of Defense contracting office, the offeror shall submit the disclosure to the website at https://dibnet.dod.mil.
(ii) For all other contracting offices, the Offeror shall submit the disclosure to the Contracting Officer.
(3) If the disclosure provided does not contain any of the information required by paragraph (1), and the Offeror later discovers new information that is required by paragraph (1), then the Offeror shall submit a subsequent disclosure within 72 hours of discovering the new information.
(h) *Executive agency review of disclosures*. The Contracting Officer will review disclosures provided in paragraph (g) to determine if any applicable waiver may be sought. The Contracting Officer may choose not to pursue a waiver and may instead make an award to an Offeror that does not require a waiver.

(End of provision)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

52.204-7 System for Award Management – Registration (DEVIATION SEP 2025)
52.215-20 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data (DEVIATION OCT 2025)

L.2 SOLICITATION PROVISIONS INCORPORATED IN FULL TEXT

52.212-1 Instructions to Offerors—Commercial Products and Commercial Services (DEVIATION SEP 2025)

(a) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. As a minimum, offers shall include—
(1) The solicitation number;
(2) The name, address, telephone number of the Offeror;
(3) The Offeror's Unique Entity Identifier (UEI) and, if applicable, Electronic Funds Transfer (EFT) indicator;
(4) Information necessary to evaluate the factors contained in the provision at 52.212-2 or as described in the solicitation;
(5) Responses to provisions that require Offeror completion of information, representations, and certifications (other than those collected via the System for Award Management (SAM)); and
(6) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and any solicitation amendments.
(b) Period for acceptance of offers. The Offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
(c) Late submissions, modifications, revisions, and withdrawals of offers.
(1) Offerors are responsible for submitting offers and any modifications or revisions to the Government office designated in the solicitation by the time specified in the solicitation.
(2) Any offer, modification, or revision received after the time specified for receipt of offers is "late" and will not be considered unless it is received before award is made and the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition. However, a late modification of an otherwise successful offer that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.
(3) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
(4) Offerors may withdraw their offers by written notice to the Government received at any time before award.
(d) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with Offerors. Therefore, the Offeror's initial offer should contain the Offeror's best terms. However, the Government reserves the right to conduct discussions, if necessary. The Government may reject any or all offers if such action is in the public interest, accept other than the lowest offer, and waive informalities and minor irregularities in offers received.
(e) Debriefings. If a postaward debriefing is given to requesting Offerors, the Government will disclose the following information, if applicable:
(1) The agency's evaluation of the significant weak or deficient factors in the debriefed Offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful Offeror and the debriefed Offeror and past performance information on the debriefed Offeror.
(3) The overall ranking of all Offerors when any ranking was developed by the agency during source selection.
(4) A summary of the rationale for award.
(5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful Offeror.
(6) Reasonable responses to relevant questions posed by the debriefed Offeror as to whether the agency followed source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities.

(End of provision)

52.216-1 Type of Contract (DEVIATION OCT 2025)

The Government contemplates award of an IDIQ contract with firm fixed priced and time and material orders resulting from this solicitation.

(End of provision)

52.216-27 Single or Multiple Awards (OCT 1995)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

(End of provision)

52.233-2– Service of Protest (DEVIATION SEP 2025)

(a) Protests, as defined in section 33.102, 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 identified in the solicitation by obtaining written and dated acknowledgment of receipt from them.
(b) The copy of any protest must be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.237-10 Identification of Uncompensated Overtime MAR 2015

(a) Definitions. As used in this provision-
Adjusted hourly rate (including uncompensated overtime) is the rate that results from multiplying the hourly rate for a 40-hour work week by 40, and then dividing by the proposed hours per week which includes uncompensated overtime hours over and above the standard 40-hour work week. For example, 45 hours proposed on a 40-hour work week basis at $20 per hour would be converted to an uncompensated overtime rate of $17.78 per hour ($20.00 x 40 divided by 45 = $17.78).
Uncompensated overtime means the hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act. Compensated personal absences such as holidays, vacations, and sick leave shall

be included in the normal work week for purposes of computing uncompensated overtime hours.
(b) (1) Whenever there is uncompensated overtime, the adjusted hourly rate (including uncompensated overtime), rather than the hourly rate, shall be applied to all proposed hours, whether regular or overtime hours.
(2) All proposed labor hours subject to the adjusted hourly rate (including uncompensated overtime) shall be identified as either regular or overtime hours, by labor categories, and described at the same level of detail. This is applicable to all proposals whether the labor hours are at the prime or subcontract level. This includes uncompensated overtime hours that are in indirect cost pools for personnel whose regular hours are normally charged direct.
(c) The offeror's accounting practices used to estimate uncompensated overtime must be consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours.
(d) Proposals that include unrealistically low labor rates, or that do not otherwise demonstrate cost realism, will be considered in a risk assessment and will be evaluated for award in accordance with that assessment.
(e) The offeror shall include a copy of its policy addressing uncompensated overtime with its proposal.

(End of provision)

52.252-1 - Solicitation Provisions Incorporated by Reference FEB 1998

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

https://www.acquisition.gov/far/index.html (FAR)
http://www.dot.gov/administrations/assistant-secretary-administration/transportation-acquisition-regulation-tar (TAR)
https://www.acquisition.gov/far-overhaul (Revolutionary FAR Overhaul)

52.252-5 Authorized Deviations in Provisions (NOV 2020)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.
(b) The use in this solicitation of any TAR (48 CFR Chapter 12) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

1252.239-72 Compliance with Safeguarding DOT Sensitive Data Controls NOV 2022
1252.239-92 Information and Communication Technology Accessibility Notice NOV 2022

L.1 GENERAL INSTRUCTIONS

- Procurement Authority: This solicitation is issued in accordance with FAR Part 12 (as deviated by DOT FAR Class Deviations 2025-23 and 2026-22) using source selection procedures of FAR Part 15 (as deviated by DOT FAR Class Deviations 2025-23 and 2026-22).
- Basis for Award: The Government intends to evaluate proposals and award without negotiations. However, the Government reserves the right to conduct negotiations if determined necessary.
- Pricing: Price will be evaluated in Phase II of the evaluation, after Phase I and the Advisory Down-Select.
- Proposal Validity: Offers shall remain valid for 120 calendar days from the proposal due date.

L.2 SUBMISSION REQUIREMENTS & COMMUNICATIONS

- L.2.1 AMENDMENTS: Any changes to the RFP will be posted on SAM.gov. Offerors are responsible for acknowledging all amendments.
- L.2.2 OFFERORS QUESTIONS / CLARIFICATIONS
- All Offerors' questions and clarifications pursuant to this RFP must be received by Contracting Officer, Patricia Barnett, at patricia.barnett@dot.gov, Cc: Branch Chief, Matthew Phelps, at matthew.phelps@dot.gov no later than June 24, 2026 at 5:00PM ET.
- The Government will not provide information in response to telephone calls. Contacting other DOT personnel regarding this solicitation in an attempt to gain procurement-sensitive information may result in disqualification from the evaluation process.
- Written responses to all Offerors questions/clarifications will be posted on SAM.gov.
- The Government reserves the right not to provide a response for any Offeror question/clarification received after the date and time stated above. If, however, the Contracting Officer determines that a request cites an issue of significant importance, the Government will provide a written response to all Offerors.

L.2.3 FILE FORMAT AND CONSTRAINTS

- Format: All proposal volumes must be submitted in electronic PDF format with searchable text enabled.
- Security: Files must not be password protected or have any other encryption that prevents Government access.
- Page Size: 8.5 x 11 inches.
- Typography: Minimum font size of 11-point Times New Roman (or equivalent) and minimum 1-inch margins on all sides.
- Email Size: The total size of each email, including all attachments, must not exceed 20 MB.
- Compressed Files: Use of .zip or other compressed file formats is strictly prohibited.

L.2.4 PROPOSAL SUBMISSION OVERVIEW

The Government will utilize a two-phase advisory down-select process for this procurement under FAR (RFO) Subpart 15.2.

Participation in Phase I is mandatory. Failure to submit a complete Phase I proposal

by the deadline will preclude further consideration.

After evaluation of Phase I, Offerors who are highly rated in Phase I will receive an advisory notice inviting them to proceed to Phase II for further consideration for award. Offerors who are not highly rated in Phase I will receive an advisory notice not to proceed to Phase II. Revisions to proposals will not be accepted, regardless of Phase. All Phase I and II proposals are final and cannot be revised, unless allowed by the CO.

The Government's advisory notice is recommendation only, and those Offerors who are advised not to proceed may elect to continue their participation in the procurement. Revised submissions or proposals will not be accepted after the deadline submission dates for Phase I and Phase II.

L.2.5 – PHASE I PROPOSAL SUBMISSION

Phase I Submission Requirements – Due July 1, 2026, 5:00 PM ET electronic submission via e-mail to: patricia.barnett@dot.gov, Cc: matthew.phelps@dot.gov

Offerors shall submit a Phase I proposal consisting of information demonstrating relevant experience, capability, and capacity to perform under one or more CLINs, which shall be weighted at equal importance in this phase.

Phase I submissions shall include:
(1) Corporate experience (up to three projects per CLIN);
(2) Capability statement (facilities, workforce, capacity);
(3) Identification of CLINs for which the offeror is proposing; and
(4) Required certifications, as applicable to each CLIN.

Phase I submissions are intended for advisory down-select purposes only. No pricing or detailed technical proposals are required at this stage.

Phase I proposals will be evaluated using confidence ratings for purposes of advisory down-select only. No awards will be made based on Phase I submissions.

L.2.6 ADVISORY DOWN-SELECT AFTER PHASE I

Ratings will be made in terms of the Government's confidence in Offeror's prior experience and ability to meet the applicable section of the SOW. After evaluation, Offerors who are highly rated in Phase I will receive an advisory notice inviting them to proceed to Phase II for further consideration for award. Offerors that are not highly rated in Phase I will receive an advisory notice not to proceed to Phase II.

This advisory recommendation is non-binding; Offerors may proceed to Phase II at their discretion but will be advised that their likelihood of award is low. Revisions to proposals will not be accepted, regardless of Phase, unless specifically requested or permitted by the Contracting Officer. All Phase I and II proposals are final and cannot be unilaterally

revised after the specified closing date and time.

All Phase II submissions will be evaluated against Factors 1–4 using adjectival ratings (Outstanding, Good, Acceptable, Marginal, Unacceptable) as defined below.

L.2.7 – PHASE II PROPOSAL SUBMISSION

Phase II Submission Requirements – Due July 31, 2026, 5:00 PM ET electronic submission via e-mail to: patricia.barnett@dot.gov, Cc: matthew.phelps@dot.gov

Offerors advised to proceed to Phase II will be asked to submit full proposals. Offerors advised not to proceed may nevertheless elect to submit Phase II proposals.

Phase II proposals will form the basis for IDIQ contract awards and consist of two distinct evaluation components: Mock Task Orders (for IDIQ-level technical and price evaluation) and Initial Task Orders (for funded awards to be awarded with, or shortly after, IDIQ award).

Mock Task Orders: Responses to Mock Task Orders shall be evaluated as part of the best value determination for the IDIQ award. Detailed instructions regarding the requirements and CLIN structures for the Mock Task Orders will be provided after Offerors are provided with Phase I down-select results and will be posted to SAM.gov on an Amendment to this solicitation. Submission of the Mock Task Order proposal is mandatory for IDIQ award consideration.

Initial Task Orders: Initial, funded Task Order proposals intended for award shall also be submitted as part of Phase II. Detailed instructions and specific SOW requirements for each Initial Task Order CLIN will be provided after Offerors are provided with Phase I down-select results and will be posted to SAM.gov on an Amendment to this solicitation.

IDIQ vs. Task Order Award Eligibility: The Government's objective is to build a robust pool of qualified IDIQ holders. Therefore, an Offeror's evaluation or non-selection for an Initial Task Order award will not disqualify an otherwise successful Offeror from receiving an IDIQ contract award, provided they demonstrate the required capabilities via the Mock Task Order and base IDIQ proposal.

Phase II submissions shall include:
Factor 1. Technical Approach
Factor 2. Key Personnel
Factor 3. Management Approach
Subcontracting Plan (Large Business Only)
Factor 4. Past Performance
Factor 5. Price (based on proposal submissions for both the Mock Task Orders and Initial Task Orders (as applicable) provided in Phase II)

The Government intends to award multiple IDIQ contracts resulting from this solicitation to the responsible Offerors whose proposals represent the Best Value to the Government, price and non-price factors considered.

Relative Importance of Factors: Factor 1 (Technical Approach) is more important than Factor 2 (Key Personnel); Factor 2 is more important than Factor 3 (Management Approach); Factor 3 is more important than Factor 4 (Past Performance); and when these non-price factors are combined, they are more significantly important than Factor 5 (Price).

Because non-price factors are significantly more important than price, the Government reserves the right to award an IDIQ contract to a higher-priced Offeror if the technical superiority of their proposal warrants the additional cost. However, the Government will not make an award at a significantly higher price premium to achieve only marginal technical superiority. Conversely, as non-price proposals become more equal in technical merit, price will become increasingly important in determining the final award selection.

Phase II – Factor 1 – Technical Approach:

Under Phase II – Factor 1: Technical Approach, the Offeror shall provide:
The Offeror shall address their approach to performing the requirements identified in the SOW.

- Manufacturing & Refurbishment (CLINs 0100, 0200, 0300):
    - Demonstrate capability to manufacture/refurbish 80-ton to 140-ton road-switcher locomotives and freight cars.
    - Provide signed 3rd-party documentation attesting to M-1003 certification (with specific activity codes) for CLIN 0100.
    - Provide 3rd-party documentation attesting to AAR M-1003 and Standard S-2034 compliance for CLIN 0200.
    - Provide ISO 9001 and/or M-1003 documentation for CLIN 0300.
- Sustainment & Inspection (CLINs 0400, 0500):
    - Describe the approach to performing mandated 49 CFR Part 200-299 annual and periodic inspections on 102 locomotives and 642 railcars .
    - Demonstrate expertise in troubleshooting electronics, software, and hardware for GE, EMD, and NRE N-ViroMotive GenSet systems.
    - Confirm all on-site members hold current 49 CFR Part 243 certification.
    - Address compliance with EPA 40 CFR Part 1033 emissions standards.

Phase II – Factor 2 – Key Personnel:

Under Phase II – Factor 2: Key Personnel, the Offeror shall provide:

- Resumes: Provide resumes (max 2 pages each) for the Program Manager and Lead QMI.
- QMI Qualification: Identify at least one staff member meeting Qualified Mechanical Inspector (QMI) qualifications per 49 CFR Section 229. See the Facility and Staff Requirements subsection of Section C.
- Authority: Provide documentation of the QMI's ability to sign Form 6180.49a and other FRA/DoD records. Documentation shall be a resume or related work experience applicable to QMI requirements.
- Experience: Resumes must demonstrate at least 5 years of technical experience relevant to the SOW.

Phase II – Factor 3– Management Approach:

Under Phase II – Factor 3: Management Approach, the Offeror shall provide:

- Program Management: Describe the Project Management System (Microsoft/Google compatible) used for cost analysis, risk analysis, and configuration management .
- Installation Access: Detail procedures for verifying that personnel are U.S. citizens with Real IDs/Passports and no felony background for military base entry .
- Logistics: Describe the plan to provide all necessary tools and diagnostic/test equipment for in-the-field repairs.
- Operational Coordination: Detail how the Offeror will coordinate with the COR to minimize interference with Government business.

If applicable, the Offeror shall also provide an Individual Subcontracting Plan (Other Than Small Businesses Only). Offerors that represent themselves as other than small business concerns must submit an Individual Subcontracting Plan in accordance with FAR 52.219-9 (DEVIATION NOV 2025) and 52.219 Alt II (DEVIATION NOV 2025). This plan is excluded from page limits and must include:

- Percentage Goals: Separate percentage goals for Small Business (SB), Small Disadvantaged Business (SDB), Women-Owned Small Business (WOSB), HUBZone Small Business, and Service-Disabled Veteran-Owned Small Business (SDVOSB).
- Financial Data: Total dollars planned to be subcontracted to each category.
- Administrator Info: Identification of the individual who will administer the offeror's subcontracting program.
- Outreach Efforts: A description of the efforts the offeror will make to ensure that small businesses have an equitable opportunity to compete for subcontracts.
- FAR Assurances: All required assurances as dictated by FAR 52.219-9(d)(10) (DEVIATION NOV 2025).

Phase II – Factor 4 – Past Performance:

Under Phase II – Factor 4: Past Performance, the Offeror shall provide:

- Up to three (3) past performance records from the last five (5) years.
- Past performance credit is limited only to work attributed to the prime's past performance, or the company submitting past performance records at the IDIQ level.
- Relevant work must be materially similar to the work described in the SOW per each CLIN, and in accordance with the NAICS code, as applicable

The Government is more interested in the quality and similarity of the Past Performance experience examples to the RMS requirement rather than the quantity of any examples provided. The proposal shall include the following information for each example:

1. The name and contact information of a reference that can substantiate the experience and results.
2. Contract Number (Only one contract per example)
3. Agency or Business Entity that the contract was performed for
4. Contract Period of Performance (effective date and expiration date)
5. Contract Value

6. Contract Type
7. A detailed description of the work performed.

Any example that does not provide the above information, items 1-7, will not be evaluated. The information should be sufficiently detailed so that the Government can determine whether the example(s) demonstrate the contractor's experience. The Government will not contact the reference to obtain detail lacking from the Offeror's response. Additionally, the Government will review performance records based on available data, including CPARS and other government databases.

Phase II – Factor 5 – Price:

A. Proposal Submission Requirements

The Offeror shall submit a comprehensive Price Volume (Volume III) consisting of the following components. No pricing information shall be included in Phase I.

- Mandatory – Mock Task Order Pricing: The Offeror shall provide a completed price sheet in response to the Mock Task Order for CLINs 00100, 00200, 00300, 00400 (and related SLINs), and 00500 (and related SLINs), as applicable to each CLIN(s) the offeror wishes to provide a response to. Submission of the Mock Task Order pricing is mandatory for IDIQ award consideration.

- Optional – Initial Task Order Pricing: Should the offeror choose to compete for an Initial Task Order, The Offeror should provide a completed price sheet in response to an Initial Task Order for CLINS 00100, 00200, 00400 (and related SLINs), and 00500 (and related SLINs) as applicable to each CLIN(s) the offeror wishes to provide a response to. Electing not to submit pricing for the Initial Task Order will not disqualify an otherwise qualified Offeror from receiving a base IDIQ contract.

B. Price Evaluation Methodology

The Government will evaluate Phase II pricing submissions using the following criteria:

1. Price Reasonableness: The Government will evaluate all proposed pricing for reasonableness in accordance with FAR 15.404-1. Reasonableness will be determined by comparing proposed prices against competitive offers, historical data, and/or the Independent Government Cost Estimate (IGCE).

2. Price Realism and Risk: The Government reserves the right to conduct a price realism analysis on the labor rates and CLIN structures. Proposals that are determined to be unrealistically low may be assessed as a performance risk, indicating a lack of technical understanding of the SOW requirements.

3. Total Evaluated Price (TEP) for IDIQ Award: For the purposes of the overarching IDIQ best-value tradeoff, the Government will calculate a Total Evaluated Price based solely on the

mandatory Mock Task Order submission, ensuring a fair and mathematically equal baseline across all offerors.

C. Best Value Tradeoff Relationship

Price is a critical factor in the final source selection. A tradeoff between non-price (technical) factors and pricing is reserved by the Government. The Government may select a proposal representing a higher adjectival rating if the technical superiority of the quote warrants the associated price premium. Conversely, as technical proposals approach equality in merit, price will become the determining factor for award.

The Offeror, for each CLIN proposed on, shall provide responses to Phase II, Factors 1-5 requirements: Technical Approach, Key Personnel, Management Approach, and Past Performance submissions responding to the applicable RFP SOW (SECTION C) and responses to the requested information described above for each Phase II factor, will contribute to the assessment and the rating given for this factor.

L.2.8 SUBMISSION TIMELINES

Submission Method: All communications related to this solicitation, including questions and proposals, shall be submitted electronically via email to patricia.barnett@dot.gov, Cc: matthew.phelps@dot.gov

<u>Phase I</u>

- Phase I begins upon posting of this solicitation on SAM.gov, June 17, 2026.
- Phase I Questions and Clarifications Due Date: June 24, 2026 at 5:00PM, ET
  - Subject Line: "RFP 6913G626R200002 – RMS IDIQ Phase I RFI – [Offeror Name]"
- Phase I Proposal Due Date: July 1, 2026, 5:00 PM ET
  - Subject Line: "RFP 6913G626R200002 – RMS IDIQ Phase I Proposal – [Offeror Name]"

<u>Advisory Determination</u>

Offerors will be notified of the Phase I advisory determination via email on or about July 15, 2026.

<u>Phase II</u>

- Mock and Initial Task Orders to be used for Phase II evaluation will be posted on SAM.gov on or about July 15, 2026.
- Phase II Questions and Clarifications Due Date: July 22, 2026 at 5:00PM, ET
  - Subject Line: "RFP 6913G626R200002 – RMS IDIQ Phase II RFI – [Offeror Name]"
- Phase II Proposal Due Date: July 31, 2026, 5:00 PM ET
  - Subject Line: "RFP 6913G626R200002 – RMS IDIQ Phase II Proposal – [Offeror Name]"

L.2.9 SUBMISSION METHOD

All Phase I and II proposal must be submitted electronically via email to patricia.barnett@dot.gov, Cc: matthew.phelps@dot.gov

L.3 PROPOSAL STRUCTURE AND PAGE LIMITS

If an Offeror intends to submit proposals for multiple CLINs, each CLIN requires the volumes described below.

Offerors may submit proposals for one or more CLINs. The Technical Volume must be organized to clearly delineate which CLINs are being proposed. Please note: the page limit is applicable to each CLIN.

Volume	Title	Page Limit
I	Phase I - Proposal	15
ADVISORY DOWNSELECT		
II	Phase II, Factor 1 - Technical Approach	10 Pages
II	Phase II, Factor 2 - Key Personnel	10 Pages
II	Phase II, Factor 3 - Management Approach Subcontracting Plan (Large Business Only)	5 Pages Excluded
II	Phase II, Factor 4 - Past Performance	5 Pages
III	Phase II, Factor 5 - Price (based on response(s) to Mock Task Order(s) and Initial Task Order(s), as applicable)	Pricing Sheet

Notes:
Only the first 30 pages of Volume II, Factors 1-4 shall be evaluated.

- Page limits are strictly enforced. Cover Page and Resumes do not count towards the page limits. Detailed third-party certifications and activity codes are excluded from page limits. Subcontracting Plans are excluded from page limits.
- Materials must be fully contained within the proposal; hyperlinks to external content will not be reviewed.

• Include all text, graphs, pictures, appendices, references, exhibits, etc., within page limits. Index sheets or dividers solely identifying content will not count toward page limits.

L.4 COVER LETTER REQUIREMENTS

The signed cover letter (excluded from page limits) must include:
A. Name of Offeror, Address, UEI, and CAGE Code.
B. Primary & Alternate Points of Contact for Technical and Pricing matters
C. Small Business Representation(s)
D. Taxpayer Identification Number (TIN)
E. Telephone Number
F. Email Address
G. Solicitation Number
H. Date of Proposal
I. Prompt Payment Terms
J. Statement of agreement with all terms, conditions, and provisions without exception or assumption
K. Names/contact info of persons authorized to negotiate
L. Name, title, and signature of authorized signer

SECTION M – EVALUATION FACTORS FOR AWARD

52.212-2 Evaluation—Commercial Products and Commercial Services (DEVIATION SEP 2025)

(a) Evaluation factors. The Government will award a contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered.

This procurement will be evaluated using a two-phase evaluation approach as outlined below:

PHASE I: ADVISORY DOWN-SELECT EVALUATION
Phase I proposals will be evaluated on an advisory basis using confidence ratings (High, Some, Low). The evaluation of Phase I will be based on the following non-price factor:

Factor 1: As described in Section L.2.5; corporate experience, capability statement, and required certifications.

Note: Phase I evaluation ratings are strictly advisory, carry no weight in the final source selection, and will not be carried forward into Phase II.

PHASE II: BEST VALUE TRADEOFF EVALUATION
Phase II full proposals will be evaluated to determine the final multi-award IDIQ contract winners and initial Day 1 Task Order awards. The following factors will be evaluated in Phase II:
Factor 1: Technical Approach
Factor 2: Key Personnel
Factor 3: Management Approach (including Small Business Subcontracting Plan evaluation)

Factor 4: Past Performance
Factor 5: Price (based on Mock Task Order and Initial Task Order submissions)

Relative Importance of Factors (Phase II Final Tradeoff Decision)
For the purposes of the final Phase II source selection determination, the relative importance of the non-price factors is evaluated in descending order of importance:

Factor 1 (Technical Approach) is more important than Factor 2 (Key Personnel); Factor 2 is more important than Factor 3 (Management Approach); and Factor 3 is more important than Factor 4 (Past Performance).

When all non-price factors (Factors 1 through 4) are combined, they are significantly more important than Factor 5 (Price). The Government reserves the right to make a best-value tradeoff to award to a higher-technically rated offeror if the premium is justified.

(b) Options (if applicable). The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. The evaluation of options does not obligate the Government to exercise the option(s).

(c) Notice of award. A written notice of award or acceptance of an offer furnished to the successful Offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

M.1 BASIS FOR AWARD

The Government intends to award a pool of Indefinite Delivery Indefinite Quantity (IDIQ) contracts to Offerors whose proposals represent the Best Value based on a tradeoff between price and non-price factors. The Government intends to make multiple IDIQ awards to those offerors whose proposals represent the best value.

Phased Evaluation Structure: This procurement utilizes a two-phase evaluation approach to promote efficiency and reduce the proposal burden on industry. Phase I is strictly an advisory component used to provide Offerors with a realistic assessment of their likelihood of award. Phase I ratings will not be carried forward into Phase II; they carry no weight and will not factor into the final source selection determination. Phase II evaluation factors will form the sole basis for the final IDIQ contract award decisions and the concurrent, competitive award of initial funded task orders.

M.1.1 Phase I Evaluation
Phase I proposals will be evaluated using confidence ratings (High, Some, Low). The Government will issue a non-binding advisory recommendation to each Offeror; while the Government will

advise only the most highly rated Offerors that they have a high likelihood of award, any Offeror may elect to participate in Phase II at their discretion.

M.1.2 Phase II Evaluation
Phase II proposals will be evaluated using adjectival ratings (Outstanding, Good, Acceptable, Marginal, Unacceptable) for non-price factors.

The Government will conduct a best value tradeoff considering all evaluation factors. A tradeoff between technical factors and pricing is reserved by the Government. The technical portion of a proposal that demonstrates higher technical merit may be selected over a proposal with lower price.

As part of Phase II, the Government will also evaluate Offerors' responses to initial task orders. The evaluation of initial task orders is not a separate phase of the procurement, but rather an element of the Phase II evaluation. These task order proposals will be evaluated using best value tradeoff and will inform both:
(1) the selection of IDIQ awardees; and
(2) the award of initial task orders.

Technical evaluation for the IDIQ award will be performed as described below.

Price evaluation for the IDIQ award will be based on responses to orders, to be provided during Phase II. The orders for CLINS 00100, 00200, 00400 (and related SLINs), and 00500 (and related SLINs) will be based on actual requirements and will be awarded to the successful offeror at, or shortly after, IDIQ award. The order provided for CLIN 00300 is a mock order for price evaluation purposes only and will not be awarded.

M.2 EVALUATION METHODOLOGY

M.2.1 IDIQ Level:
The Government will conduct the evaluation process in two (2) phases with the advisory down-select after Phase I:

Phase I – Limited Proposal and Advisory Notice:
Phase I is expected to provide assurance that the Volpe Center establishes an IDIQ with contractors that provide high confidence in understanding the requirements of RMS and can appropriately perform order requirements. Phase I will be evaluated using confidence ratings. Confidence ratings will be done holistically with a rating scale of "high confidence," "some confidence," and "low confidence," representing the Government's confidence that the Offeror understands the requirement and will be successful in performing the work. The table below provides the confidence ratings for Phase I.

Rating	**Definition**
High Confidence	The Government has high confidence that the Offeror understands the requirement, proposes a sound approach, and will be successful in performing the contract with little or no Government intervention.

Some Confidence	The Government has some confidence that the Offeror understands the requirement, proposes a sound approach, and will be successful in performing the contract with some Government intervention.
Low Confidence	The Government has low confidence that the Offeror understands the requirement, proposes a sound approach, or will be successful in performing the contract even with Government intervention.

After evaluation of Phase I, Offerors who are highly rated in Phase I will receive an advisory notice inviting them to proceed to Phase II for further consideration for award. Offerors who are not highly rated in Phase I will receive an advisory notice not to proceed to Phase II. This advisory notice is non-binding and Offerors may proceed to Phase II at their discretion, but are cautioned that their Phase I evaluation results indicate a low likelihood of being competitive during the Phase II evaluation.

Phase II – Evaluation of Factors 1-5:
Phase II submissions will not be accepted from any Offeror who has not completed Phase I. Upon receiving the Advisory Notice from the Government, this step requires technical and pricing submission for evaluation.

Phase II proposals are expected to assist the Technical Evaluation Team in its assessment of whether the contractor has experience performing similar requirements of size and complexity based on Technical Approach, Key Personnel, Management Approach, and Past Performance.
Concurrently, the Price Evaluation Team will evaluate Phase II price proposals for reasonableness and realism. Together, these technical and price assessments will form the complete basis for the final best value tradeoff determination for the IDIQ pool and initial task order awards.

The Small Business Subcontracting Plan (applicable to large businesses only) will be evaluated qualitatively as an integral component of the overall Management Approach factor. The Government will evaluate the realism, breadth, and depth of the Offeror's strategy to maximize small business participation.

Evaluation metrics will include:

- The feasibility and aggressiveness of the proposed subcontracting percentage goals.
- The complexity and significance of the work scopes assigned to small business partners (e.g., core technical roles vs. basic administrative support).
- The strength of the Offeror's method for tracking and ensuring small business participation throughout the life of the IDIQ.

A detailed, highly integrated plan that demonstrates a strong commitment to exceeding the Government's baseline small business objectives may substantiate a higher confidence rating for the overall Management Approach factor. For Offerors who are certified small businesses, the Government will inherently assign maximum favorable consideration under this metric.

Phase II, Technical Factors 1-4, Adjectival Ratings
The table below provides the adjectival ratings for Phase II, Factors 1-4, Technical Approach, Key Personnel, Management, and Past Performance.

Rating	Definition
Outstanding	Exceptional understanding; strengths significantly outweigh weaknesses; low risk.
Good	Thorough understanding; strengths outweigh weaknesses; moderate to low risk.
Acceptable	Meets requirements; weaknesses do not outweigh strengths; moderate risk.
Marginal	One or more weaknesses raise risk of unsuccessful performance.
Unacceptable	Material failure to meet a requirement; unawardable.

Phase II, Price, Factor 5
Price will be evaluated to determine whether the proposed pricing is fair and reasonable in accordance with FAR (RFO) Subpart 15.4. Price will be evaluated as part of the overall best value tradeoff.

M.2.2 Order Level: Fair Opportunity (Lowest Price Technically Acceptable - LPTA)
Post-IDIQ and Initial Task Order award, subsequent individual Orders will be awarded using primarily LPTA, selection of the technically acceptable proposal with the lowest evaluated price, but another source selection process for a particular order may be used at discretion of CO. Evaluation criteria for orders will be provided in the respective order solicitations.

- Step 1: Technical Acceptability: Evaluation of the delivery- or task-specific solution, staff availability, and logistics on a "Pass/Fail" basis.
    - If applicable, this includes verifying that the on-site team includes a Qualified Mechanical Inspector (QMI) and meets all 49 CFR safety requirements.
- Step 2: Price Selection: Award will be made to the lowest total price among those deemed "Technically Acceptable."

M.3 IDIQ EVALUATION FACTORS

M.3.1 Phase II, Factor 1: Technical Capability (Most Important)
The Government will evaluate the depth of the approach to meeting AAR and FRA safety requirements.

- CLIN 00100 (Locomotives): Evidence of M-1003 certification and appropriate activity codes for locomotive manufacturing/refurbishment.
- CLIN 00200 (Freight Cars): Compliance with AAR M-1003 and Standard S-2034 (Quality Control).
- CLIN 00300 (Railway Car Spotters): Possession of ISO 9001 and/or M-1003 certification.
- CLINs 00400 & 00500 (Inspections/Repairs): Feasibility of the plan for 49 CFR Part 200-299 inspections and verification of 49 CFR Part 243 certifications for all team members.
- Technical Merit: Assessment of expertise in troubleshooting electronics, software, and hardware for GE, EMD, and NRE N-ViroMotive GenSet systems.

M.3.2 Phase II, Factor 2: Key Personnel (Not as important as Technical Approach, but more important than Management Approach)

- QMI Qualification: Assessment of the Lead QMI's ability to document inspections per 49 CFR Section 229 and sign Form 6180.49a.

- Experience: Evaluation of the required 5 years of experience relevant to the rolling stock and propulsion systems in the SOW.
- On-Site Presence: Commitment to ensuring the QMI is physically present during all on-site work.

M.3.3 Phase II, Factor 3: Management Approach (Not as important as Key Personnel, but more important than Past Performance)

- Security & Access: Reliability of the plan to ensure staff meet identification and background requirements for military installation access.
- Project Controls: Effectiveness of the Project Management System for tracking schedules, resource allocation, and risk.
- Prime Participation: Evaluation of meaningful prime contractor participation versus administrative pass-through charges.
- Small Business: For large businesses, the adequacy of the Individual Subcontracting Plan will be evaluated.

M.3.3.1 Prime Contractor Participation

The Government will evaluate the extent to which the Offeror demonstrates meaningful prime contractor participation in performance of this IDIQ and anticipated Orders.
The evaluation will consider:
The proportion and nature of work to be performed by the prime contractor, in accordance with 52.215-22 and 52.215-23 (DEVIATION OCT 2025) Limitations on Pass-Through Charges;
The prime contractor's role in performing core technical, manufacturing, sustainment, integration, or management functions;
The extent to which subcontracted effort reflects legitimate supplementation versus administrative pass-through;
The value added by the prime contractor to subcontracted work.
The Government will assess whether the proposed subcontracting approach presents risk of excessive pass-through charges as defined in FAR 52.215-23 (DEVIATION OCT 2025).
Proposals that rely primarily on subcontracted effort without demonstrating substantive value added by the prime contractor may be assessed increased performance risk.

M.3.3.2 Small Business Participation

For Offerors other than small business concerns, the Government will evaluate the adequacy and realism of the proposed subcontracting plan, including the extent to which the plan demonstrates a meaningful commitment to small business participation. Small Business Participation will be evaluated as part of Management Approach.
If a large business vendor intends to use subcontractors, their proposal will include a subcontracting plan that will be rated based on the level of subcontractor involvement.

M.3.4 Phase II, Factor 4: Past Performance (Least Important)

The Government will evaluate the recency (within five years) and relevancy (scope, magnitude, and complexity) of past performance to assess the Offeror's capability to successfully execute the applicable rail products and services described in the SOW.

***** End of RFP *****