



1200 New Jersey Ave., SE
Washington, D.C. 20590

REQUEST FOR QUOTATION

Issuing Office:

Federal Highway Administration
Office of Acquisition Management
1200 New Jersey Avenue, SE
Washington, DC 20590

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Title:

DTFH61-08-Q-00083 - "Integrating Software to Optimize Design, Construction, Evaluation and Performance of Concrete Pavements"

Solicitation Release Date:

Thursday, August 14, 2008

Technical Questions:

Friday, August 15, 2008
4:00 p.m. Eastern Standard Time

Offer Due Date:

Friday, August 29 2008
9:00 a.m. Eastern Standard Time



Part 1

I. GENERAL INFORMATION TO OFFERORS

The Federal Highway Administration (FHWA) solicits your offer to provide a paper making recommendations to FHWA regarding future work needed to integrate software that will optimize design, construction, evaluation, and performance of concrete pavements as described in Part 2, Statement of Work (SOW). This Request for Quotation (RFQ) will result in the award of a Firm Fixed Price Purchase Order. THIS ACQUISITION IS A 100% SMALL BUSINESS SET-ASIDE. The Government will evaluate offers and make a best value award decision based on technical capability/approach, past performance, and price. Evaluation factors are listed in order of importance as described in Part 1, Section VI, Evaluation of Offers.

NOTE₁: All questions regarding this RFQ **MUST** be transmitted via email, **no later than Friday, August 15, 2008 at 4:00 p.m. Eastern Standard Time** to: Sarah.Khan@dot.gov.

II. SMALL BUSINESS PROGRAM REPRESENTATIONS

1. The North American Industry Classification Systems (NAICS) code for this acquisition is 541690.
2. The small business size standard is \$6.5 Million.

III. PERIOD OF PERFORMANCE

All work and services under this order shall be completed within 9 months from date of the purchase order.

IV. INSTRUCTIONS FOR PREPARATION OF OFFERS

In responding to this RFQ, your offer **MUST** include:

1. Detailed pricing that includes a total cost breakdown (including labor rates, labor categories, total labor hours, other direct cost, fee/profit, travel, etc.) for the total level of effort in the SOW.
NOTE₂: All offerors are directed to propose a cost breakdown.
2. Narrative discussion elaborating on the technical factors identified in Part 1, Section VI, Evaluation of Offers.
3. Resumes must be provided for all personnel.
4. Past performance references: Provide information on two (2) previous clients with whom your company has conducted business during the past 3 years who have used your services for projects that are similar in size, scope and complexity to this effort. Include short descriptions of the work, performance dates, client names, phone numbers, and addresses for reference checks.

5. Mandatory business information regarding your company as follows:
- a. Business Size
 - b. Federal Tax ID number
 - c. Dun & Bradstreet Number
 - d. Payment Terms
 - e. Correct Mailing Address and Point of Contact (name, telephone, email address)
6. Reference FAR Clause # 52.204-8(b) Annual Representations and Certification in Part 3 of this solicitation- Provide changes to your Representations and Certifications, if applicable.

NOTE: All contractors must be registered in the CCR prior to award of any contract. For fulltext of FAR Clause 52.204-7 – “CCR” go to <http://www.arenet.gov/far/>. For more information on CCR to <http://www.ccr.gov>.

Failure to furnish all information required above will result in your offer being considered non-responsive.

IV. OFFER FORMAT (TECHNICAL CAPABILITIES, STAFFING, & PAST PERFORMANCE)

- Offers shall be prepared on 8½ x 11 inch paper except for foldouts used for charts, tables or figures, which shall not exceed 11 x 17 inches. Foldouts shall not be used for text, and shall count as two pages.
- A page is defined as one side of an 8 ½ by 11 inch paper. Therefore, a piece of paper with printing on both sides is considered two pages.
- Text shall be printed using a font size no less than 12 cpi.
- Page margins shall be a minimum of 1 inch top, bottom and each side.
- The page limit is sixteen (16) pages EXCLUDING resumes, pricing, and past performance. Should the Offeror choose to include a Title Page and/or a Table of Contents, these will not be counted against the 16-page limit. In the event an Offeror exceeds the 16-page limitation, the Government will evaluate only the first 16 pages of the offer

V. SUBMISSION OF OFFERS

Your offer must be received no later than **Friday, August 29, 2008 at 9:00 a.m Eastern Standard Time or Sooner.** LATE OFFERS WILL NOT BE CONSIDERED.

Offers shall be transmitted via e-mail to:

Sarah.Khan@dot.gov

NOTE: PLEASE CALL TO ENSURE YOUR OFFER HAS BEEN RECEIVED PRIOR TO THE DEADLINE.

VI. EVALUATION OF OFFERS

The Government will evaluate offers and make a best value award decision based on the following factors listed in order of importance: (A) Technical; (B) Past Performance; and (C) Price. The method of evaluation for each of these factors is described below. The ultimate award decision will be made based on a determination of overall best value for each of the three factors considered. *When combined, Technical and Past Performance are significantly more important than Price.*

(A) Technical

1. Offeror's demonstration of necessary understanding to achieve the objectives shall be based on the following factors:
 - a. Completeness, thoroughness, and adequacy of the discussion of work to be performed in Tasks A-E.
 - b. Demonstrated understanding of pavement design and construction, and construction quality assurance.
 - c. Demonstrated understanding of the goal and scope of the project and the desired product.

2. Offeror's demonstration of sufficient experience and resources to complete the order requirement shall be based on the following factors:
 - a. Experience of Principal Investigator in the areas of pavement design and construction, and construction quality assurance.
 - b. Experience of staff and other professional in the areas of pavement design and construction, construction quality assurance, and software design.
 - c. Adequacy and flexibility of management plan for scheduling and performing research tasks to successfully drill the objectives of the order.

(B) Past Performance

Past performance will be evaluated to ensure that the Offeror has relevant and successful experience and will be considered in the ultimate award decision. Past performance evaluation will include evaluation of client references. The Government shall use this information to obtain references regarding performance by contacting technical and business representatives on previous contracts or efforts. Past performance information may also be obtained from other sources known to the FHWA.

(C) Price

Price will be considered in the ultimate award decision. The Government will evaluate offers to determine price reasonableness.

Part 2

STATEMENT OF WORK

BACKGROUND

The Federal Highway Administration (FHWA) has been steadily sponsoring research into the development of software that can assist both contractors and highway agencies in delivering high-quality, high-performance concrete pavements to the traveling public. There is now enough construction-related software programs (PaveSpec, SpecRisk, Prob.O.Prof, COMPASS, HIPERPAV, SAPER, etc.) that they can begin to be assembled into an Advanced Quality Systems software tool box. These software tools may be classified as preconstruction, construction, and post-construction; and most of them fit into more than one class. They can be used to develop and analyze specifications (e.g., PaveSpec, SpecRisk, and Prob.O.Prof), to establish how the specifications will best be met on a daily basis (e.g., COMPASS and HIPERPAV), and to analyze distresses and decide on rehabilitation strategies (SAPER) thus making a full circle back to the development of specifications.

It would appear there are benefits to be gained by bringing the currently separate software programs together to form an integrated software system. The integration should lead to a better flow of information and improved communications among the various collaborators responsible for a paving project's mental creation (planners, designers, specification developers), its physical creation (contractors, quality assurance personnel), and its service life (maintenance and pavement management systems personnel). It should make it possible for the design, construction, evaluation and performance of concrete pavements to eventually be optimized in such a way that life-cycle costs are minimized.

To help FHWA decide whether and how much funding to commit to software integration, a scoping study is needed. The scoping study, as described below, will address the degree to which integration can be done and make recommendations to assure successful conduct of the future integration work.

OBJECTIVES

The objectives of this purchase order contract are to:

1. Determine the feasibility of integrating currently separate concrete pavement software programs into a cohesive system.
2. Develop recommendations on the extent of integration and how it can be done to assure successful integration.

SCOPE

Although some of the software programs are for both hot-mix asphalt (HMA) and Portland cement concrete pavements (PCCP), the focus of this study is on PCCP.

The individual software programs are in different stages of completion. Some have been in use for several years now, some are in the process of being improved/upgraded, and most if not all could use further improvements. This study shall be coordinated with the ongoing research to improve/upgrade individual software programs.

The contractor shall gain enough familiarity and information on the individual software programs to assess the feasibility of different levels of integration. The contractor shall make recommendations to FHWA to enable two or more software programs to be integrated in future study(ies). The product of the research is a paper that includes the integration recommendations to be considered by FHWA.

DELINEATION OF CONTRACTOR TASKS

In order to meet the objectives of this purchase order, the Contractor shall perform the following tasks:

Task A: Gain Familiarity with the Software

1. Obtain and gain familiarity with software programs that are candidates for integration. As a minimum, the candidates are PaveSpec, SpecRisk, Prob.O.Prof, COMPASS, HIPERPAV, and SAPER.
2. The Contractor shall determine the following:
 - a. how the software programs relate to one another.
 - b. whether and how the outputs from one program can be used as inputs to another.
 - c. whether the programs use, or could benefit from using, common elements (e.g., common subprograms, common databases, and common/consistent performance prediction relationships).
 - d. the degree of consistency with the Mechanistic-Empirical Design Guide models.

Task B: Gather Information

1. Contact software program creators and corresponding FHWA research managers to:
 - a. identify improvements that can be made to the software.
 - b. solicit ideas on what can be integrated and how.
 - c. identify barriers to integration.
 - d. identify other software programs, in addition to those listed in Subtask A.1, that could be integrated into the software system.
2. For any additional programs identified in Subtask B1.d, repeat Tasks A and B.

Task C: Assess Feasibility

1. Determine which individual software improvements, if any, must be made before the integration effort can proceed.

2. Determine whether and how the barriers to integration can be overcome.
3. From the knowledge gained in the above tasks, establish with the COTR a maximum of five scenarios, where each scenario has a different level of integration (e.g., different number/selection of programs to be integrated and/or different elements to be integrated).
4. Assess the feasibility and the benefits to be gained through software integration in each scenario.
5. Together with the COTR, identify the top two scenarios to address in Task D.

Task D: Make Recommendations

1. For the top two scenarios, make recommendations for when and how individual software improvements can be made.
2. For the top two scenarios, clearly identify what is to be integrated and how. Make recommendations to guide the actual integration work and assure its success.

Task E: Prepare and Submit Documentation

1. Prepare a paper to summarize work conducted under Tasks A-D, including the Task D recommendations. The paper shall be a maximum of 50 pages in length.
2. Submit the paper to the COTR at least 30 days prior to the completion date.

REFERENCES

PaveSpec: www.fhwa.dot.gov/pavement/pccp/pavespec/index.cfm

HIPERPAV: www.hiperpav.com/index.php?q=node/155

Prob.O.Prof: <http://dx.doi.org/10.3141/1946-07>

COMPASS: <http://www.pccmix.com/>

The other software (SpecRisk and SAPER) can be downloaded from CDs that can be made available to potential offerors upon request.

DELIVERABLES:

The contractor shall comply with the delivery dates contained in this Schedule for Deliverables.

Deliverable	Planned Due Date	Quantity
Task E: A paper that summarizes the work performed and the resulting recommendations.	Submit the paper to the COTR at least 30 days prior to the completion date.	1 electronic copy

PAYMENTS

The Contractor will be paid the firm fixed price in the amount of \$_____ upon satisfactory completion and Government acceptance of all work and services under this order.

PERSONNEL QUALIFICATIONS

Contractor Experience Requirements – Key Personnel

The expertise described herein may be provided by a combination of personnel.

Principal Investigator

Minimum qualification: The PI needs a BA or equivalent and at least 5 years of knowledge and experience in areas of pavement design and construction, construction quality assurance, and software design.

REPORTING REQUIREMENTS

The contractor shall provide the Contracting Officer's Technical Representative (COTR) with monthly electronic progress reports or via telecommunications due on the 15th of each month. Progress reports shall cover all work completed and present the work scheduled to be accomplished in the coming monthly period. Reports shall identify any problems/risks that arise and include either a statement explaining how the problem/risk was resolved or if not resolved, the action being taken to resolve the problem/risk and a projected remedy date.

PLACE OF PERFORMANCE

Work shall be performed at the contractor's facility. Meetings, as required, will be held at the U.S Department of Transportation, 1200 New Jersey Avenue, SE. Washington, DC, in the Washington DC region or via telecommunications.

CONFIDENTIALITY AND NONDISCLOSURE

It is agreed that:

1. The preliminary and final deliverables and other material deemed relevant by DOT which has been generated by the contractor in the performance of this task order are the exclusive property of the U.S Government and must be submitted to the Contracting Officer's Technical Representative at the conclusion of the task order.
2. The Contracting Officer's Technical Representative will be the sole authorized official to release verbally or in writing, any data, the draft deliverable, the final deliverables or any other written or printed materials pertaining to this task order. The contractor shall not release any information. Any request for information relating to this task order presented to the contractor must be submitted to the Contracting Officer's Technical Representative for response.
3. Press releases, marketing material, or any other printed or electronic documentation related to this project must not be publicized without the written approval of the Contracting Officer.

ESTIMATED LEVEL OF EFFORT

The Government's estimate is shown below. The estimates are advisory. The estimates should be used as a general guide and not be considered as a maximum or minimum limit by the offeror in preparing its proposal.

Task	Hours
Task A	80
Task B	80
Task C	80
Task D	80
Task E	80
Total Estimated Level of Effort	400

REQUIREMENTS FOR IMPLEMENTING SECTION 508 STANDARDS

In addition to the work requirements specified in this Statement of Work, the contractor must ensure that it prepares all electronic documents in accordance with Section 508 of the Rehabilitation Act. The act requires that all electronic products prepared for the Federal Government be accessible to persons with disabilities, including those with vision, hearing, cognitive, and mobility impairments. The contractor can view [Section 508 of the Rehabilitation Act \(http://www.access-board.gov/508.htm\)](http://www.access-board.gov/508.htm) and the [Federal IT Accessibility Initiative \(Home Page\) \(http://section508.gov/\)](http://section508.gov/) for detailed information.

The FHWA has determined that the accessibility requirements contained in the Electronic and Information Technology Accessibility Standards, Section 1194.22, "Web-based intranet and internet information and applications," apply to this work. The standards are available at www.access-board.gov/sec508/508standards.htm.

PROTECTION OF INFORMATION AND LIMITATION OF FUTURE CONTRACTING

- a. It is anticipated that in performance of this contract, the Contractor may require access to, or receipt of, information and data relating to FHWA's plans, programs, technical requirements, and budgetary matters, and such other information, the disclosure of which may give competitive advantage to recipients or would be adverse to the interests of the Government.
- b. The Contractor shall not disclose such information acquired to anyone, other than those Contractor, subcontractor, or consultant personnel performing work under this contract, without the prior written consent of the Contracting Officer, until such time as the Government may have authorized the release of such information and data to the public.

- c. To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure and agrees not to use it to compete against such companies.
- d. It is anticipated that during performance of this contract, the Contractor may be involved in the technical evaluations of other Contractor's offers or products. FAR 9.505-3 provides that contracts shall not generally be awarded to a Contractor that would evaluate, or advise the Government concerning, its own products or activities, or those of a competitor, without proper safeguards to ensure objectivity and protect the Government's interests. These safeguards will be accomplished by restricting future contracting with the Government, as delineated below.
- e. FHWA will not unilaterally disclose to the Contractor any proprietary information furnished by domestic or foreign participants in FHWA's programs. If the Contractor requires access to such information in performance of this contract, an agreement concerning release and restrictions on the use of such data must be sought by the Contractor with the source of the data.
- f. It is required by the parties of this contract, that the Contractor will be restricted in its future contracting with the Government, for any service or product which may encompass information acquired under items a and c above that is not publicly available and could give a competitive advantage to the Contractor or would be adverse to the interests of the Government. Accordingly, the Contractor shall be ineligible to perform as a prime contractor, subcontractor or consultant, or in any capacity to any supplier under an ensuring Government contract. Any questions on this matter shall be immediately addressed to the Contracting Officer.
- g. These restrictions do not limit the Contractor's right to use and disclose any information and data obtained from another source without restriction.
- h. The Contractor agrees to train its employees who will have access to such sensitive information in all necessary security procedures and required them to sign non-disclosure statements and certificates attesting to their understanding of the requirements for safeguarding such information.
- i. In the event that the Contractor fails to comply with this provision of the contract, the Government may terminate the contract for default.
- j. The Contractor shall include this provision, including this paragraph, in all subcontracts and consultant agreements for performance of work under this contract unless excused in writing by the Contracting Officer.

Part 3

FEDERAL ACQUISITION REGULATIONS (48 CFR CHAPTER 1)

FAR 52.204-7 Central Contractor Registration (JULY 2006)

The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

52.204-8 Annual Representations and Certifications (JAN 2006)

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

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

(i) Paragraph (b) applies.

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

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

FAR Clause # Change	Title	Date
_____	_____	_____
_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not

result in an update to the representations and certifications posted on ORCA.

(End of Provision)

52.213-4 Terms and Conditions—Simplified Acquisitions (Other Than Commercial Items).

As prescribed in [13.302-5](#)(d), insert the following clause:

TERMS AND CONDITIONS—SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (FEB 2008)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).

(ii) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).

(iii) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

(iv) [52.222-50](#), Combating Trafficking in Persons (Aug 2007) ([22 U.S.C. 7104\(g\)](#)).

(v) [52.225-13](#), Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(vi) [52.233-3](#), Protest After Award (Aug 1996) ([31 U.S.C. 3553](#)).

(vii) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(2) Listed below are additional clauses that apply:

(i) [52.232-1](#), Payments (Apr 1984).

(ii) [52.232-8](#), Discounts for Prompt Payment (Feb 2002).

(iii) [52.232-11](#), Extras (Apr 1984).

(iv) [52.232-25](#), Prompt Payment (Oct 2003).

(v) [52.233-1](#), Disputes (July 2002).

(vi) [52.244-6](#), Subcontracts for Commercial Items (Mar 2007).

(vii) [52.253-1](#), Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Feb 2008) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

(ii) [52.222-20](#), Walsh-Healey Public Contracts Act (Dec 1996) ([41 U.S.C. 35-45](#)) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iii) [52.222-35](#), Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#)) (Applies to contracts of \$100,000 or more).

(iv) [52.222-36](#), Affirmative Action for Workers with Disabilities (June 1998) ([29 U.S.C. 793](#)). (Applies to contracts over \$10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, *United States* includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(v) [52.222-37](#), Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#)) (Applies to contracts of \$100,000 or more).

(vi) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351, et seq.](#))

(vii) [52.223-5](#), Pollution Prevention and Right-to-Know Information (Aug 2003) (E.O. 13148) (Applies to services performed on Federal facilities).

(viii) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)) (Unless exempt pursuant to [23.204](#), applies to contracts when energy-consuming products listed in the ENERGY STAR® Program or Federal Energy Management Program (FEMP) will be—

(A) Delivered;

(B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(C) Furnished by the Contractor for use by the Government; or

(D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.)

(ix) [52.225-1](#), Buy American Act—Supplies (June 2003) ([41 U.S.C. 10a-10d](#)) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition—

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see [19.502-2](#)), and does not exceed \$25,000).

(x) [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(xi) [52.232-34](#), Payment by Electronic Funds Transfer—Other than Central Contractor Registration (MAY 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. App. 1241](#)). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at [47.504\(d\)](#).)

(2) Listed below are additional clauses that may apply:

(i) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Sept 2006) (Applies to contracts over \$30,000).

(ii) [52.211-17](#), Delivery of Excess Quantities (Sept 1989) (Applies to fixed-price supplies).

(iii) [52.247-29](#), F.o.b. Origin (Feb 2006) (Applies to supplies if delivery is f.o.b. origin).

(iv) [52.247-34](#), F.o.b. Destination (Nov 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR [52.252-2](#), *Clauses Incorporated by Reference* (Feb 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<http://www.arnet.gov/far>

(d) *Inspection/Acceptance*. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights—

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

FAR 52.232-1 Payments (APR 1984)

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this task order for services rendered and accepted.

FAR 52.243-1, Changes – Fixed Price (AUG 1987)

(Applies only when the order requires the performance of a Service)

As prescribed in [43.205](#)(a)(1), insert the following clause. The 30-day period may be varied according to agency procedures.

CHANGES—FIXED PRICE (AUG 1987)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.

(2) Method of shipment or packing.

(3) Place of delivery.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(End of clause)

Alternate I (Apr 1984). If the requirement is for services, other than architect-engineer or other professional services, and no supplies are to be furnished, substitute the following paragraph (a) for paragraph (a) of the basic clause:

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- (1) Description of services to be performed.
- (2) Time of performance (*i.e.*, hours of the day, days of the week, etc.).
- (3) Place of performance of the services.

Alternate II (Apr 1984). If the requirement is for services (other than architect-engineer services, transportation, or research and development) and supplies are to be furnished, substitute the following paragraph (a) for paragraph (a) of the basic clause:

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- (1) Description of services to be performed.
- (2) Time of performance (*i.e.*, hours of the day, days of the week, etc.).
- (3) Place of performance of the services.
- (4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government, in accordance with the drawings, designs, or specifications.
- (5) Method of shipment or packing of supplies.
- (6) Place of delivery.

Alternate III (Apr 1984). If the requirement is for architect-engineer or other professional services, substitute the following paragraph (a) for paragraph (a) of the basic clause and add the following paragraph (f):

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed.

* * * * *

(f) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the Contracting Officer.

Alternate IV (Apr 1984). If the requirement is for transportation services, substitute the following paragraph (a) for paragraph (a) of the basic clause:

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- (1) Specifications.
- (2) Work or services.
- (3) Place of origin.
- (4) Place of delivery.
- (5) Tonnage to be shipped.
- (6) Amount of Government-furnished property.

Alternate V (Apr 1984). If the requirement is for research and development and it is desired to include the clause, substitute the following paragraphs (a)(1) and (a)(3) and paragraph (b) for paragraphs (a)(1) and (a)(3) and paragraph (b) of the basic clause:

- (a) ***
- (1) Drawings, designs, or specifications.

* * * * *

- (3) Place of inspection, delivery, or acceptance.
- (b) If any such change causes an increase or decrease in the cost of, or time required for, performing this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in—
- (1) The contract price, the time of performance, or both; and

(2) Other affected terms of the contract, and shall modify the contract accordingly.

FAR 52.252-1 Solicitation Provisions Incorporated By Reference (FEB 1998)

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

<http://www.arnet.gov/far>

(End of clause)

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 shall make their full text available. Also, the full text of a clause may be accessed electronically at this/these address:

<http://www.arnet.gov/far>

(End of clause)

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

- (a) *Definition.* “Services,” as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

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

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

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

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

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

(2) Terminate the contract for default.

- (a) **FAR 52.252-2, Clauses Incorporated by Reference (Feb 1998).** This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

- (b) **Inspection/Acceptance.** The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in contract price. The Government must exercise its post acceptance rights –

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) **Excusable delays.** The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The

Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)