

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE of PAGES 1 36
2. CONTRACT NO.	3. SOLICITATION NO. DTFH61-06-R-00032	4. TYPE OF SOLICITATION SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 6/2/2006	6. REQUISITION/PURCHASE NO. 50-50-6224	
7. ISSUED BY Federal Highway Administration Office of Acquisition Management 400 Seventh Street, SW, Room 4410 Washington, DC 20590		CODE: HAAM-40	8. ADDRESS OFFER TO (If other than Item 7)		

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

SOLICITATION

9. Sealed offers in original and 3 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 400 7th St., S.W., Room 4410, until 4:15 pm Washington, D.C. Time 7/3/2006
CAUTION - LATE Submission, 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 Samantha A. Reizes Charles Nurse	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS Samantha.Reizes@dot.gov Charles.Nurse@dot.gov
		AREA CODE 202 202	NUMBER 366-4224 366-4256	

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

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	Calendar Days (%)
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
15B. TELEPHONE NO.	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE	17. SIGNATURE
AREA CODE	NUMBER	EXT.
		18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: 10 U.S.C. 2304(c) ()	41 U.S.C. 253(c) ()	23. SUBMIT INVOICES TO ADDRESS 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)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)
		28. AWARD

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

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is unusable

STANDARD FORM 33 (REV. 9-97)
Prescribed by GSA - FAR {48 CFR} 53.214(c)

P A R T I

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

The Contractor shall furnish all necessary non-personal services to produce a publication entitled “Connection Details for Prefabricated Bridge Elements.”

The firm fixed price for all work under this Contract, CLIN 0001 through CLIN 0006, is _____ as delineated below:

The Contractor shall furnish the services in accordance with Section C. The Contractor shall be paid, sequentially, upon the completion of each task, as specified below.

<i>Item</i>	<i>Schedule of Supplies or Services / Performance</i>	<i>Qty.</i>	<i>Unit</i>	<i>Total Price</i>
CLIN 0001	Scope Review Meeting	1	Lot	
CLIN 0002	Information Gathering	1	Lot	
CLIN 0003	Publication Content Table of Contents	1	Lot	
CLIN 0004	Draft Publication	1	Lot	
CLIN 0005	Final Draft Publication	1	Lot	
CLIN 0006	Final Publication	1	Lot	

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

BACKGROUND

Mobility has become a primary issue in most urban areas of the United States. Highway

construction has a significant impact on the traveling public in terms of both time and money, and the safety of travelers and construction personnel while the work is ongoing. In the United States, over 13 percent of all highway bridges are classified as structurally deficient and 14 percent as functionally obsolete. Many of these bridges are located on busy highways and in congested areas. The current approach to bridge construction for most conventional bridges relies mainly on the use of cast-in-place concrete for both the superstructure and substructure elements. Generally, this approach requires a long on-site construction time that can extend more than six months for a short span bridge (up to 80 feet). The effect of weather on cast-in-place construction can further extend or delay construction work. While extended construction time may not always be an issue in the construction of new bridges, for bridge replacement projects it almost always has significant economical impact, especially if located in congested areas and on high average daily traffic routes. The direct and indirect costs due to traffic detours, loss of use for the extended construction time, and disruption to the local economy can, in many cases, exceed the raw cost of the bridge structure. The public has come to demand that transportation agencies find ways to minimize this impact.

One way to address this issue is through the use of accelerated bridge construction techniques. The concept of accelerated construction encompasses a broad variety of measures ranging from how the work is financed and how the Contract for the work is structured, to the actual type of bridge components and method of construction that is used. In the arena of highway bridges, use of prefabricated bridge systems offers great potential for minimizing construction time and improving quality of bridges. On many projects prefabrication has proven successful in reducing construction time and therefore the negative effects of bridge construction on the mobility of the traveling public. The use of prefabrication in concrete segmental box girder construction, for example, illustrates how prefabrication can enable construction to be accomplished in much less time than would be required otherwise.

While many states have developed standard bridge elements, minimal effort has been made to develop proven connection details between these bridge elements, and standardized modular bridge systems. Modular bridge systems present an excellent option for meeting increasing demand for rapid and economical bridge construction.

Mass-produced elements can be quickly assembled and have the potential to reduce design time and cost, minimize forming and labor costs, and minimize lane closure time. Even at a higher initial cost, the use of prefabricated systems on bridges subjected to a high volume of traffic may be justified due to excessive lane closure times being avoided. Utilizing a new generation of high performance materials can help achieve improved durability and performance. Further, the development and availability of new and innovative construction equipment enhances the ability to transport and erect prefabricated bridge elements or entire units.

In order to increase the application of prefabrication to a broader range of bridge-related projects there is a need for rapid and effective dissemination of state-of-the-practice knowledge of prefabricated bridge elements and systems. This is critical for achieving cost-effectiveness in their design and construction. Achieving the potential that prefabrication holds requires a greater degree of partnership and coordination among the design, manufacturing, and construction industries. Making information and guidance related to prefabricated bridges readily available to

the transportation community will help promote this partnership and thereby significantly expand the use of prefabrication in bridge construction.

CONTRACT OBJECTIVES

The objective of this Contract is to develop a publication of connection details that represents the State-of-the-Practice for the design, construction and installation of prefabricated highway bridge elements and systems. To accomplish this, the Contractor shall assess and identify the performance status of currently used and new and innovative prefabricated bridge systems/elements and methods in bridge construction, rehabilitation and replacement; culminating in the development of the publication: "Connection Details for Prefabricated Bridge Elements". This publication will be used to promote accelerated bridge construction as state of practice within State Department of Transportation (DOTs), private sector as well as local and Federal agencies in the United States.

SCOPE OF WORK

The effort will involve searching various national and international sources in bridge design, materials, fabrication, erection and construction to compile proven connection details currently being used in the construction of prefabricated bridge element/systems. The Contractor shall provide a description of the details, evaluate their performance, perform a comparative analysis of details with similar functions, and document lessons learnt in their application. The Contractor shall recommend, for consideration and approval by FHWA, those details that the Contractor believes are worthy of being incorporated in the publication. Following review and approval by FHWA, the Contractor shall fully develop approved details for incorporation in the final publication.

STATEMENT OF WORK

To achieve the Contract objectives, the Contractor shall as a minimum, perform the following tasks:

TASK 1 - Scope Review Meeting

The Contractor's key technical staff shall meet with FHWA staff at the Contractor's facilities or the Department of Transportation (Nassif) Building in Washington, D.C. for a one-day meeting to discuss the depth of coverage anticipated for the major topic areas covered in the manual. Discussion shall also focus on coordination and involvement of technical advisory and industry committees for providing information and reviewing draft submittals. The objective of the meeting is to assure that the Contractor has a complete understanding of what the FHWA desires as an end product which shall include Section 508 requirements.

TASK 2 – Information Gathering

Conduct a review of applicable literature and ongoing research and articles including but not limited to publications of FHWA, the National Highway Research Program (NHRP),

Transportation Research Information Services (TRIS), AASHTO Technology Implementation Group, Departments of Transportation, U.S. Patent and Trademark Office, Trade Organizations (Prestressed Concrete Institute, Portland Cement Association, National Steel Bridge Alliance, etc.), unpublished experiences of engineers, precast fabricators, private sector, other national and international resources relative to prefabricated bridge element systems for accelerated bridge construction; rehabilitation and replacement. The literature review shall encompass prefabricated elements/systems and their connection details in various construction materials.

The Contractor shall provide general description, sketches, CADD drawings, and photographs of details that have been successfully used by national and international transportation agencies for FHWA's approval. The description at a minimum shall provide background information, history of the detail, where it has been used, pros and cons in terms of constructability, inspectability, durability, and maintainability based on available data and information from owner/operating agencies.

The information-gathering phase shall include any necessary travel to complete this task.

TASK 3 – Publication Content

Conduct all activities necessary to develop “Connection Details for Prefabricated Bridge Elements”. The publication shall be based on the Third Edition (2004) and latest interims of the AASHTO LRFD Bridge Design Specifications. The publication shall have the necessary information for engineers, educators, owners and practitioners in the bridge industry to design and construct durable, safe, cost-effective and aesthetically pleasing bridges. Information shall be provided to assist designers in determining which means and methods would be appropriate for considering accelerated construction techniques in a specific project. The commentary shall address the durability and maintainability of the details in different climates, application of deicing chemicals and live load impacts for various types of structures and materials used. The Contractor based on their experience and knowledge shall summarize lessons learnt and provide recommendations for future development and improvement of the details. Where appropriate, design calculations shall be included to illustrate the application of specification provisions.

The Contractor shall prepare a working Table of Contents with a brief description of each chapter for the proposed publication using information obtained in Tasks 1 and 2. The Table of Contents shall contain, but is not limited to, the chapters and chapter sections and subsections listed in the publication outline given below. The Contractor may expand on the outline given below as is felt necessary to adequately cover the topic of prefabricated bridge connections:

1. - Introduction
Purpose
Scope
Terminology
2. - Materials: Steel, Concrete, Timber, and Fiber-Reinforced Polymer
3. - Applicability to Bridges

- New Bridges
- Replacement of Existing Bridges
- Rehabilitation of Existing Bridges
- Curved, Skewed and Flared Bridges
- Truss Bridges
- Box Culverts

4. - Connection between Superstructure Elements

Deck Panels Supported on Beams

Connection to Concrete Beams

- Concrete stay-in-place deck panels

- Concrete Full / Partial Depth Precast Slab Panels

Connection to Steel Beams

- Concrete stay-in-place deck panels

- Concrete Full/Partial Depth Precast Slab Panels

- FRP Deck Panels

- Timber Deck Panels

- Steel Grid Decks

- Steel Sandwich Panels

Transverse Connection Between Panels

- Concrete Full/Partial Depth Precast Slab Panels

- FRP Deck Panels

- Timber Deck Panels

- Steel Grid Decks

- Steel Sandwich Panels

Longitudinal Beam/Slab Units

Longitudinal Connection Between Beam/Slab Units

- Concrete Slab Beams

- Concrete Box Beams

- Steel Sandwich Slab Panels

- Orthotropic Deck

- FRP Slab Panels

- Timber Slab Panel

Negative Moment Connections

- Concrete Slab Beams

- Concrete Box Beams

Modular Precast Systems (Arches, Box Culverts)

Longitudinal Joint Connections

- Connection of Fascia Panels

Application of Seismic Requirements

5. - Connection between Superstructure and Substructure Elements

Piers (Connection of Beam/Slab System to Pier Cap)

Steel Beam System

Concrete Pier Cap

Steel Pier Cap

Concrete Beam System

Steel Pier Cap

Concrete Pier Cap

Abutments (Connection of Beam/Slab System to Abutment)

Steel Beam System

Standard Abutment

Semi-Integral Abutment

Integral Abutment

MSE Abutment

Concrete Beam/Slab System

Standard Abutment

Semi-Integral Abutment

Integral Abutment

MSE Abutment

Application of Seismic Requirements

6. - Connection between Substructure Elements

Piers (Connection Between Cap and Column)

Concrete Cap

Multi-column Bents (Steel)

Multi-Column Bents (Concrete)

Single Shaft Columns

Steel Cap

Multi-column Bents (Steel)

Multi-Column Bents (Concrete)

Single Shaft Columns

Piers (Connection Between Column Sections)

Hollow Concrete Box Columns

Solid Concrete Shaft Columns

Piers (Connection to Footing/Pile Cap)

Cast-in-place Footing/Pile Cap

Hollow Concrete Box Columns

Solid Concrete Shaft Columns

Precast Footing/Pile Cap

Hollow Concrete Box Columns

Solid Concrete Shaft Columns

Abutments (Connection Between Breastwall Sections)

Shallow Abutments
 Spill-thru Abutments
 Full Height Abutments
 Integral Abutments
 Semi-Integral Abutments

Abutments (Connection to Foundations)

Cast-in-place Footing/Pile Cap
 Precast Footing/Pile Cap
 Steel Piles
 Cast-in-place Concrete Piles
 Precast Concrete Piles

Cantilevered Wingwalls (Connection to Breastwall)

Wingwalls oriented along the abutment centerline
 Wingwalls oriented on a skew to bridge centerline
 Wingwalls oriented parallel to the bridge centerline

Retaining Wall Type Wingwalls (Connection to Foundation)

Cast-in-place Footing/Pile Cap
 Precast Footing/Pile Cap
 Steel Piles
 Cast-in-place Concrete Piles
 Precast Concrete Piles

Application of Seismic requirements

7. - Precast Pile Caps (Connection to Piles)
 Steel Piles
 Precast Concrete Piles
 Cast-in-place Concrete Piles

Application of Seismic Requirements

8. - Connection of Miscellaneous Appurtenances
 Drainage Assemblies
 Barrier / Railing
 Utilities
9. - Fabrication and Construction
 Constructability and Durability
 Geometric Control and Tolerances

Inspection and Maintainability
Quality Control
Testing
Plant Certification
Field Inspection
Handling and Shipping

- Appendix A - Notations
- Appendix B - Connection Design Examples
- Appendix C - Standard Products and Specifications
- Appendix D - Sample Construction Specifications
- Appendix F - Case Studies
- Appendix G - Glossary

The Contractor shall provide six copies of the draft manual outline to the COTR on or before two months after the effective date of the Contract. One copy shall be concurrently provided to the Contracting Officer. The FHWA will review the draft outline and furnish comments to the Contractor within 30 days of receipt. The Contractor shall incorporate comments into the publication outline and provide six copies of the final working outline to the COTR within 30 days of receipt of the FHWA's comments. The FHWA reserves the right to modify the working outline during the development of the publication.

Technical Note

The FHWA will establish a team of technical specialists to review the manual outline and drafts. The team will consist of structural specialists from FHWA, State DOTs and other Government agencies, private consultants, academia and industry. Comments and recommendations from each reviewer will be submitted to the Contractor through the COTR. The COTR will summarize their comments and forward them to the Contractor for incorporation into the publication (draft or final).

Task 4 – Draft Prefabricated Bridge Element System Connection Details

The Contractor shall develop a draft publication titled “Connection Details for Prefabricated Bridge Elements.” This publication shall include the connection details between elements and systems as outlined in Task 3.

The Contractor shall provide six copies of the draft publication to the COTR on or before five months after the effective date of the Contract. One copy shall be concurrently provided to the Contracting Officer. The FHWA will review the draft and furnish comments to the Contractor within 30 days of receipt. The Contractor shall incorporate comments and provide six (6) copies

of the final working document to the COTR within 30 days of receipt of the FHWA's comments.

Task 5 – Final Draft Prefabricated Bridge Element System Connection Details

The Contractor shall compose a second draft of the publication to reflect the FHWA's comments and deliver six copies of a Final Draft Manual to the COTR on or before seven months from the effective date of the Contract. The FHWA will review the final draft and provide comments to the Contractor within 30 days. The Contractor shall incorporate the FHWA's comments into a Final Draft Publication. Within 30 days of receiving comments, the Contractor shall deliver the following concurrently:

- One reproducible and six (6) copies of the Final Draft Publication to the COTR.
- One copy of the Final Draft Publication to the Contracting Officer.
- The text, figures, photographs, and tables for the Final Draft Publication in electronic format to the COTR. The figures and tables are to be incorporated into the text so that the electronic copy looks like the printed hard copy.

The publication will be entitled "Connection Details for Prefabricated Bridge Elements."

Task 6 – Final Publication

The Contractor shall incorporate the FHWA's comments into the Final Publication. Within 30 days of receiving comments, the Contractor shall deliver the following:

- One reproducible and six copies of the Final Publication to the COTR.
- One copy of the Final Publication to the Contracting Officer.
- The text, figures, photographs, and tables for the Final Publication in electronic format to the COTR. The figures and tables are to be incorporated into the text so that the electronic copy looks like the printed hard copy.

PUBLICATION SPECIFICATIONS

The final publication should provide a comprehensive collection of details that address the connection of the various components of bridges and the different materials commonly used today in bridge building or rehabilitation. The intent of the publication is to provide guidance to designers, fabricators, and constructors about the details and materials that are practical for connecting prefabricated bridge elements and that will lead to a durable, maintenance-free bridge. The publication should include discussion of prefabricated bridge elements and systems to provide the background and guidance that will enable knowledgeable structural engineers to confidently select the appropriate prefabricated bridge systems, and to design and detail these systems for use on practical highway projects. Analysis, design, and constructability criteria should be addressed and wherever appropriate, the publication should provide detailed and specific recommendations on design practice, including design examples. Wherever appropriate the publication should explicitly reference and use the guidance provided in the most recent edition of AASHTO's LRFD Bridge Design Specifications (3rd Edition or later).

References to material properties should use AASHTO or ASTM designations whenever available. The publication should be prepared in dual units of measure, English units presented first followed by SI in parenthesis. The overall design process recommended within the publication should be presented in a sequential flow chart and should be illustrated by developing detailed example problems.

All printed materials shall be in accordance to the *Communications Reference Guide* (CRG) which provides tools, techniques, and timelines for effectively planning, scheduling, and producing communication products, which include print materials, electronic information and technology (EIT), outreach materials, and events. The CRG is available on the Turner-Fairbank Highway Research Center (TFHRC) Web site, www.tfhrc.gov.

All electronic material, both text and graphics, shall be provided in a Section 508 compliant version in html. The FHWA intends that the manual to be developed under this task will be posted on the FHWA-sponsored website. All deliverables for Web-based intranet and Internet information and applications must conform with "Minimum Requirements for FHWA Web Pages," (see <http://www.fhwa.dot.gov/wpcz/minimum.htm>.) Deliverables will be evaluated for 508 compliance. Section 508 requirements includes, but are not limited to, providing text equivalents for all non-text elements (i.e., 'alt tags') and data tables marked up properly with scope and or headers and id. All html files must be encoded to conform to HTML 4.01 Transitional or higher. The W3Consortium Validator (<http://validator.w3.org/>) may be used as a tool to evaluate the files conformance with HTML 4.01 Transitional or higher. Non-conforming deliverables will be returned to the Contractor to be brought into conformance at the Contractor's expense. As this will be posted on the Office of Bridge Technology web site, standard headers, footers, and style sheets will be provided along with a file naming convention for the new files.

SECTION 508 REQUIREMENTS

It has been determined that some of the deliverables to be developed under this Contract are subject to the requirements of Section 508 of the Rehabilitation Act of 1973, as amended in 1998. The Section 508 requirements that apply to this task order are described below. Unless otherwise indicated, the Contractor represents by signature of this Contract that all required 508 compliance requirements would be met.

Section 508 of the Rehabilitation Act requires the Architectural and Transportation Barriers Compliance Board (Access Board) to create federal standards for electronic and information technology (EIT) products to make them more accessible to people with disabilities. Access Board standards apply to EIT, a term defined as: "Any equipment or interconnected system or subsystem of equipment that is used in the creation, conversion, or duplication of data or information, or used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. The term electronic and information technology (EIT) includes, but is not limited to, telecommunications products (such as telephones), information kiosks and transaction machines, World Wide Web sites, multimedia, office equipment such as copiers and fax machines. It includes computers, ancillary equipment, software, firmware and similar procedures, services (including support services), and related resources."

Section 508 of the Rehabilitation Act and the Access Board Standards are available for viewing

at <http://www.section508.gov>. Prospective Offerors or the successful bidder on this Task Order may also call Robert Hayes of the FHWA Office of Information and Management Services at (202) 366-4970 or robert.hayes@fhwa.dot.gov for additional clarification and guidance.

SECTION D - PACKAGING AND MARKING

There are NO articles for this section.

SECTION E - INSPECTION AND ACCEPTANCE

All work hereunder shall be subject to review by the Government.

SECTION F - DELIVERABLES

PERIOD OF PERFORMANCE

All work and services required hereunder including preparation and submission of the final report shall be completed on or before 10 months after the effective date of the Contract.

52.242-15 STOP-WORK ORDER (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either—

- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

SECTION G - CONTRACT ADMINISTRATION DATA

FUNDS AVAILABLE

Funds in the amount of _____ are obligated to this Contract.

PAYMENT – FIXED PRICE

Upon the Government's acceptance of the services performed by the Contractor, the Contractor may submit a request for payment in accordance with the fixed-unit prices specified in Section B, herein. The Government will make payment to the Contractor within 30 days from the date of receipt of an acceptable invoice.

INVOICE REQUIREMENTS

Invoices shall be submitted in an original and one copy to the Contracting Officer at the following address:

Federal Highway Administration
Office of Acquisition Management (HAAM-40)
400 Seventh Street SW, Room 4410
Washington, DC 20590
Attention: _____

One copy of the invoice shall be submitted to the Contracting Officer's Technical Representative (COTR) at the following address:

Federal Highway Administration
Office of Bridge Technology (HIBT-10)
400 Seventh Street SW, Room 3203
Washington, DC 20590
Attention: _____

To constitute a proper invoice, the invoice must include the following information and/or attached documentation:

1. Name and address of the Contractor.
2. Invoice number and invoice date.
3. Contract number and title.
4. Period of work billed.
5. Total amount of billing.
6. Cumulative total billed for all Contract work to date.
7. Name and address of the individual to whom payment should be sent.
8. Name, title, phone number, and mailing address of person to be contacted in the event of a defective invoice.

CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

The Contracting Officer has designated _____ as the Contracting Officer's Technical Representative (COTR) to assist in monitoring the work under this Contract. The COTR is responsible for the technical administration of the Contract and technical liaison with the Contractor. The COTR IS NOT authorized to change the scope of work or specifications as stated in the Contract, to make any commitments or otherwise obligate the Government or authorize any changes which affect the Contract price, delivery schedule, period of performance or other terms or conditions.

The Contracting Officer is the only individual who can legally commit or obligate the Government for the expenditure of public funds. The technical administration of this Contract shall not be construed to authorize the revision of the terms and conditions of this Contract. The Contracting officer shall authorize any such revision in writing.

PROGRESS REPORTS

The Contractor shall furnish two copies of a bi-monthly progress report to the COTR and one copy to the Contracting Officer on or before the first day of each quarter. Each report shall be in letter-type format and contain concise statements covering the research activities relevant to the study, including:

1. A clear and complete account of the work performed on each task.
2. An outline of the work to be accomplished during the next report period.
3. A description of any problem encountered or anticipated that will affect the completion of the Contract within the time and fiscal constraints as set forth in the Contract, together with recommended solutions to such problems; or, a statement that no problems were encountered.
4. A tabulation showing current and cumulative person hours expended by the personnel identified in the Professional Staffing of the Contract and current and cumulative expenditures for each active task order.

PROFFESIONAL STAFFING

The Contractor agrees to assign the following professional staffing to this Contract work (as negotiated, see Section L). In the event the Contractor finds it necessary to replace any of the assigned personnel during the performance of the Contract, the Contracting Officer shall be notified in advance.

SECTION H - SPECIAL CONTRACT REQUIREMENTS**QUALIFICATIONS OF CONTRACTOR EMPLOYEES (DEVIATION) (MAY 2005) –
Alternate I (October 2005)**

- a. Definitions. As used in this clause- “Sensitive Information” is any information that, if subject to unauthorized access, modification, loss, or misuse, or is proprietary data, 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, sensitive information, or resources (e.g., 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 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 Technical Representative (COTR) or Project/Program Manager (PM) request, the Contractor’s employees shall be fingerprinted, or subject to other investigations as required.
- e. The Contractor shall ensure that contractor employees are citizens of the United States of America or an alien who has been lawfully admitted for permanent residence or employment (indicated by immigration status) as evidenced Bureau of Citizenship and Immigration Services documentation; and
- f. The Contractor shall immediately notify the COTR or PM when an employee’s status changes (e.g., employee’s transfer, completion of a project, retirement or termination of employment) that may affect the employee’s eligibility for access to the facility, sensitive information, or

resources.

g. To ensure the requirements of FIPS 201, Personal Identity Verification (PIV) of Federal Employees and Contractors, are met, the Contractor shall:

1. Provide a listing of personnel from whom an identification (ID) card is requested to the COTR or PM who will provide a copy of the listing to the card issuing office. This may include Contractor and subcontractor personnel. Following issuing office directions for submittal of an application package.
2. While visiting or performing work on a DOT facility, as specified by the issuing office, PM or COTR, ensure that contractor employees prominently display their identification card.
3. Promptly deliver to the issuing office: (1) all ID cards assigned to an employee who no longer requires access to the facility; and (2) all expired ID cards within five (5) days of their expiration or all cards at time of contract termination, whichever occurs first.
4. Immediately report any lost or stolen ID cards to the issuing office and follow their instructions.

h. The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

i. Failure to comply with these requirements may result in withholding of final payment.

PART II

SECTION I - CONTRACT CLAUSES

FH.1 Printing Restrictions

All printing funded by this agreement must be done in conformance with Joint Committee on Printing regulations as prescribed in Title 44, United States Code, and Section 308 of Public Law 101-163, and all applicable Government Printing Office and Department of Transportation regulations.

NOTE: THE FOLLOWING CLAUSE IS APPLICABLE TO THE CONTRACT WHEN THE TOTAL CONTRACT PRICE EXCEEDS \$100,000.

52.204-7 Central Contractor Registration. (OCT 2003)

52.215-19 Notification of Ownership Changes. (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall -

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

52.227-14 RIGHTS IN DATA—GENERAL(JUNE 1987)

(a) *Definitions.* “Computer software,” as used in this clause, means computer programs, computer data bases, and documentation thereof.

“Data,” as used in this clause, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

“Form, fit, and function data,” as used in this clause, means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, as well as data identifying source, size, configuration, mating, and attachment characteristics, functional characteristics, and performance requirements; except that for computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithm, process, formulae, and flow charts of the software.

“Limited rights,” as used in this clause, means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(2) if included in this clause.

“Limited rights data,” as used in this clause, means data (other than computer software) that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications thereof.

“Restricted computer software,” as used in this clause, means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is published copyrighted computer software, including minor modifications of such computer software.

“Restricted rights,” as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g)(3) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

“Technical data,” as used in this clause, means data (other than computer software) which are of a scientific or technical nature.

“Unlimited rights,” as used in this clause, means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of rights.

(1) Except as provided in paragraph (c) of this clause regarding copyright, the Government shall have unlimited rights in—

(i) Data first produced in the performance of this contract;

(ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to—

(i) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(ii) Protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause;

(iii) Substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Establish claim to copyright subsisting in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause.

(c) Copyright—

(1) *Data first produced in the performance of this contract.* Unless provided otherwise in paragraph (d) of this clause, the Contractor may establish, without prior approval of the Contracting Officer, claim to copyright subsisting in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings or similar works. The prior, express written permission of the Contracting Officer is required to establish claim to copyright subsisting in all other data first produced in the performance of this contract. When claim to copyright is made, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when such data are delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. For data other than computer software the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. For computer software, the Contractor grants to the Government and others acting in its behalf, a paid-up nonexclusive, irrevocable worldwide

license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly by or on behalf of the Government.

(2) *Data not first produced in the performance of this contract.* The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contains the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause; *provided*, however, that if such data are computer software the Government shall acquire a copyright license as set forth in paragraph (g)(3) of this clause if included in this contract or as otherwise may be provided in a collateral agreement incorporated in or made part of this contract.

(3) *Removal of copyright notices.* The Government agrees not to remove any copyright notices placed on data pursuant to this paragraph (c), and to include such notices on all reproductions of the data.

(d) Release, publication and use of data.

(1) The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except to the extent such data may be subject to the Federal export control or national security laws or regulations, or unless otherwise provided in this paragraph of this clause or expressly set forth in this contract.

(2) The Contractor agrees that to the extent it receives or is given access to data necessary for the performance of this contract which contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless otherwise specifically authorized in writing by the Contracting Officer.

(e) Unauthorized marking of data.

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(2) or (g)(3) of this clause and use of such is not authorized by this clause, or if such data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer shall make written inquiry to the Contractor affording the Contractor 30 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 30-day period (or a longer time not exceeding 90 days approved in writing by the Contracting Officer for good cause shown), the

Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in subdivision (e)(1)(i) of this clause, the Contracting Officer shall consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor shall be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer shall furnish the Contractor a written determination, which determination shall become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government shall continue to abide by the markings under this subdivision (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government shall thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) This paragraph (e) does not apply if this contract is for a major system or for support of a major system by a civilian agency other than NASA and the U.S. Coast Guard agency subject to the provisions of Title III of the Federal Property and Administrative Services Act of 1949.

(4) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by this paragraph (e) from bringing a claim under the Contract Disputes Act, including pursuant to the Disputes clause of this contract, as applicable, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings.

(1) Data delivered to the Government without either the limited rights or restricted rights notice as authorized by paragraph (g) of this clause, or the copyright notice required by paragraph (c) of this clause, shall be deemed to have been furnished with unlimited rights, and the Government assumes no liability for the disclosure, use, or reproduction of such data. However, to the extent the data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer for good cause shown) after delivery of such data, permission to have notices placed on qualifying data at the Contractor's expense, and the Contracting Officer may agree to do so if the Contractor—

- (i) Identifies the data to which the omitted notice is to be applied;
- (ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the use of the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability with respect to the disclosure, use, or reproduction of any such data made prior to the addition of the notice or resulting from the omission of the notice.

(2) The Contracting Officer may also (i) permit correction at the Contractor's expense of incorrect notices if the Contractor identifies the data on which correction of the notice is to be made, and demonstrates that the correct notice is authorized, or (ii) correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software.

(1) When data other than that listed in subdivisions (b)(1)(i), (ii), and (iii) of this clause are specified to be delivered under this contract and qualify as either limited rights data or restricted computer software, if the Contractor desires to continue protection of such data, the Contractor shall withhold such data and not furnish them to the Government under this contract. As a condition to this withholding, the Contractor shall identify the data being withheld and furnish form, fit, and function data in lieu thereof. Limited rights data that are formatted as a computer data base for delivery to the Government are to be treated as limited rights data and not restricted computer software.

(2) [Reserved]

(3) [Reserved]

(h) *Subcontracting*. The Contractor has the responsibility to obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government such rights, the Contractor shall promptly bring such refusal to the attention of the Contracting Officer and not proceed with subcontract award without further authorization.

(i) *Relationship to patents*. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

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://acquisition.gov/comp/far/index.html>.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

52.202-1 Definitions. JUL 2004

52.203-3 Gratuities. APR 1984

- 52.203-5 Covenant Against Contingent Fees. APR 1984
- 52.203-6 Restrictions on Subcontractor Sales to the Government. JUL 1995
- 52.203-7 Anti-Kickback Procedures. JUL 1995
- 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. JAN 1997
- 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity. JAN 1997
- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions. JUN 2003
- 52.204-4 Printed or Copied Double-Sided on Recycled Paper. AUG 2000
- 52.215-2 Audit and Records - Negotiation. JUN 1999
- 52.215-8 Order of Precedence - Uniform Contract Format. OCT 1997
- 52.215-14 Integrity of Unit Prices. OCT 1997
- 52.215-17 Waiver of Facilities Capital Cost of Money. OCT 1997
- 52.219-8 Utilization of Small Business Concerns. MAY 2004
- 52.219-9 Small Business Subcontracting Plan. JUL 2005
- 52.219-16 Liquidated Damages - Subcontracting Plan. JAN 1999
- 52.222-1 Notice to the Government of Labor Disputes. FEB 1997
- 52.222-3 Convict Labor. JUN 2003
- 52.222-21 Prohibition of Segregated Facilities. FEB 1999
- 52.222-26 Equal Opportunity. APR 2002
- 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans. DEC 2001
- 52.222-36 Affirmative Action for Workers with Disabilities. JUN 1998
- 52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans. DEC 2001
- 52.222-38 Compliance with Veterans' Employment Reporting Requirements. DEC

2001

- 52.222-39 Notification of Employee Rights Concerning Payment of Union Dues or Fees.
DEC 2004
- 52.223-6 Drug-Free Workplace. MAY 2001
- 52.223-14 Toxic Chemical Release Reporting. AUG 2003
- 52.225-13 Restrictions on Certain Foreign Purchases. MAR 2005
- 52.225-16 Sanctioned European Union Country Services. FEB 2000
- 52.227-1 Authorization and Consent. (JUL 1995) - Alternate II APR 1984
- 52.227-14 Rights in Data - General. JUN 1987
- 52.229-3 Federal, State, and Local Taxes. APR 2003
- 52.230-2 Cost Accounting Standards. APR 1998
- 52.232-2 Payments under Fixed-Price Research and Development Contracts. APR
1984
- 52.232-17 Interest. JUN 1996
- 52.232-23 Assignment of Claims. JAN 1986
- 52.232-25 Prompt payment. OCT 2003
- 52.232-33 Payment by Electronic Funds Transfer - Central Contractor Registration.
OCT 2003
- 52.233-1 Disputes. JUL 2002
- 52.233-3 Protest after Award. AUG 1996
- 52.233-4 Applicable Law for Breach of Contract Claim
- 52.242-13 Bankruptcy. JUL 1995
- 52.243-1 Changes - Fixed-Price. (AUG 1987) - Alternate V APR 1984
- 52.244-2 Subcontracts. (AUG 1998)

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: []

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: []

52.244-6 Subcontracts for Commercial Items

52.249-1 Termination for Convenience of the Government (Fixed-Price) (Short Form).
APR 1984

52.249-9 Default (Fixed-Price Research and Development). APR 1984

52.253-1 Computer Generated Forms. JAN 1991

I.55 II. DEPARTMENT OF TRANSPORTATION ACQUISITION REGULATIONS
(48 CHAPTER 12) CLAUSES

1252.223-73 Seat belt use policies and programs. APR 2005

1252.242-72 Dissemination of Contract information. OCT 1994

1252.242-73 Contracting officer's technical representative. OCT 1994

52.252-4 ALTERATIONS IN CONTRACT (APR 1984)

Portions of this Contract are altered as follows:
None.

P A R T I I I

SECTION J - LIST OF ATTACHMENTS

1. Sample Format - Price Proposal Budget Summary - 1 page
2. Standard Form LLL, Disclosure of Lobbying Activities - 3 pages
3. Past Performance Questionnaire – 3 pages
4. Offer Label – 1 page

P A R T I V

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

52.204-8 Annual Representations and Certifications (JAN 2005)

(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 No.	Title	Date	Change
_____	_____	_____	_____

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)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) -
ALTERNATE I (APR 2002)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 541330.
- (2) The small business size standard is \$4,500,000.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

(Please show the RFP number and closing date on the forwarding envelope, in accordance with the format shown in Attachment 4.)

NOTE: Only uniformed couriers dressed in a uniform bearing their organization's name and possessing official identification may deliver proposals or sealed bids directly to Room 4410. Security procedures prohibit nonuniformed couriers from delivering material directly to offices in the Nassif Building; such courier must deliver material to the Southwest guard station at the Nassif Building. The guard will accept the material, dismiss the courier, and then the material will be examined prior to being delivered to Room 4410 through the normal Nassif Building mail delivery procedures. Offerors planning to use nonuniformed couriers should make allowances for these procedures in order to assure that offers arrive at Room 4410 on time. **Bids/offers must be received in Room 4410 to be considered timely**, not just delivered to the Nassif mail room or loading dock. To assist in expediting delivery after the guard accepts a bid/offer, the outside of the envelope/package containing the offer should be marked with the completed Form OF 17-- "Offer Label- Notice to Offeror," which can be found at <http://www.fhwa.dot.gov/aaa/forms1.htm>.

NOTE: With respect to The Procurement Integrity Act requirements regarding "proprietary information," your attention is directed to FAR 3.104-4 for a discussion of restrictions and prohibitions.

NOTE: Pursuant to FAR 52.215-1, subparagraph (f)(4), the Government intends to evaluate proposals and award a Contract without discussions with Offerors. Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer determines that they are necessary.

NOTE: Facsimile bids/proposals will not be considered for this solicitation.

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government intends to award a firm-fixed-price Contract as a result of this solicitation.

Payment by Electronic Funds Transfer—Central Contractor Registration

The Contract resulting from this solicitation will contain FAR clause 52.232-33, "Payment by Electronic Funds Transfer—Central Contractor Registration." All Contractors receiving payments under FHWA Contracts, purchase orders, delivery orders, or other Contractual

vehicles must be registered in the Central Contractor Registration (CCR) database. The CCR is a Department of Defense web-based repository of Contractor information. The Electronic Funds Transfer information in the CCR must be accurate in order for Contractors' invoices or Contract financing requests to be considered proper invoices for the purpose of prompt payment under DOT Contracts.

Interested Offerors should read and understand the requirements of FAR 52.232-33. The successful Offeror must register in the CCR before submitting any invoices or Contract financing instruments to the FHWA, and must maintain current, updated information in CCR throughout the performance period of the Contract. Offerors can register in CCR at any time and are encouraged to do so immediately.

Offerors may register in the CCR database and obtain additional information at <http://www.ccr2000.com>, or by calling 1-888-227-2423. The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the DOT's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor must confirm on an annual basis that its information in the database is accurate and complete.

INSTRUCTIONS FOR PREPARATION OF PROPOSALS

Note: Offeror is directed to review the Evaluation Criteria in section M, herein, and should ensure that its Staffing Proposal is prepared with consideration given to the factors to be evaluated.

PROPOSAL FORMAT

The Offeror shall submit the following:

1. RFP Section A (Standard Form 33) and RFP Section K. Blocks 12 through 18 of Standard Form 33 must be filled in as appropriate, signed and returned with the offer. Section K of this RFP, "Representations, Certifications, and Acknowledgments" must be filled out, signed by an authorized organizational representative, and returned as part of your proposal.
2. In addition, the Offeror must submit an original and three copies of the proposal volumes described below.
3. The format of the above proposal volume shall be as follows:
 - a. Your proposal 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.

- b. 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.
- c. Text shall be printed using a font size no less than 12 cpi.
- d. Page margins shall be a minimum of 1 inch top, bottom and each side.

PART I – TECHNICAL AND STAFFING PROPOSAL

The technical dissertation shall clearly and concisely outline the Contactor's understanding the project, and how the firm would proceed if awarded the Contract; this shall not exceed three pages.

The Staffing Proposal shall consist of a clear description of the proposed staffing qualifications as they relate to the following positions. Resumes for each position shall be provided.

The Offeror shall identify and commit the following Key Personnel to the performance of this Contract. Key Personnel are the persons, whether employed by the Offeror or by one of the Offeror's prospective subcontractors, who will occupy the following Labor Categories in the performance of this Contract:

The Program Manager/Principal Investigator shall be the point of technical and administrative contact between the Government and the Contractor. The Program Manager/Principal Investigator shall supervise the Contractor's team, and shall be responsible for the successful completion of all work required under this Contract. The principal investigator should be a practicing structural engineer who has National/International experience with project management, design, construction and inspection of bridge structures. The Senior Construction Manager and Senior Structural Engineers should be nationally known experts in the field as indicated in the Statement of Work. The position of Principal Investigator and/or Senior Structural Engineer may be the same individual. Support staff in the estimate are either computer support specialists knowledgeable in HTML technology and/or structural engineers. The Government estimates 1,800-2,200 staff-hours.

PART II - BUSINESS AND COST/PRICE PROPOSAL

This volume shall include all pricing information and certain general financial/organizational information, as described below:

A. Cost/Price Information

1. Offerors are asked to submit a budget summary in the format provided in Section J, Attachment 1. This information is necessary to determine the cost realism and adequacy of the Offeror's proposal, e.g., information adequate to validate that the proposed costs are consistent with the technical proposal, or cost breakdowns to help identify unrealistically priced proposals.

2. Any information submitted must support the price proposed. Include sufficient detail or cross references to clearly establish the relationship of the information provided to the price proposed. Support any information provided by explanations or supporting rationale as needed to permit the Government to evaluate the documentation. Such information is not considered cost or pricing data, and will not require certification in accordance with FAR 15.406.2.

3. Facilities and Special Equipment, Including Tooling.

It is the general policy of the FHWA not to provide general or special purpose equipment, facilities, or tooling of a capital nature except in unusual circumstances. Items having a unit cost of less than \$1,000 will not be provided to you except as authorized with nonprofit institutions or State and local governments. If special purpose equipment of a capital nature is being proposed, provide a description of the items, details of the proposed cost including competitive prices, and a justification as to why the Government should furnish the equipment or allow its purchase with Contract funds.

4. Your proposal must include a statement regarding availability of facilities and equipment necessary to accomplish the required work. If any or all of the required facilities are Government-owned, a complete listing of these facilities is required and the name of the cognizant Government agency furnishing the facilities and the facilities Contract number(s).

5. Subcontracts/Consultants.

If subcontractors and/or individual consultants will be used in carrying out the requirements of this project, the following minimum information concerning the subcontractor shall be furnished:

- a. Name and address of the subcontractor or consultant.
- b. Statement of work and work plan (schedule) for the portion of work to be conducted by the subcontractor or consultant.
- c. Names and positions of personnel who will work on the project.
- d. A letter or other statement from each proposed consultant and/or subcontractor indicating that he has been approached on the matter of participation in this study and that he is willing and able to do so in the terms indicated.

B. Other Financial/Organizational Information

1. General Information. You must attach a supplemental sheet providing the following information:

- a. Indicate your fiscal year period (provide month to month dates).

- b. Indicate whether the proposed indirect cost rate(s) have been audited and accepted by any Federal audit agency. Give name, location and telephone number of the agency, and the date of acceptance.
- c. Indicate whether your system of control of Government property has been approved by a Government agency. If so, provide the name, location and telephone number of the Government agency, and date of approval.
- d. Indicate whether written purchasing procedures exist, and whether your purchasing system has been approved by a Government agency. If so, provide the name, location and telephone number of the cognizant agency, and date of approval.
- e. Indicate whether your cost estimating system has been approved by any Government agency. If so, provide the name, location and telephone number of the cognizant agency, and date of approval.
- f. Indicate whether your cost accumulation system has been approved by any Government agency. If so, provide the name, location and telephone number of the cognizant agency, and date of approval.

2. 8(a) Program Status.

Indicate your currently scheduled (or estimated) exist or graduation date from the Small Business Administration's "8(a) Program."

Until a formal notice of award is issued, no communication by the Government either written or oral shall be interpreted as a promise that an award will be made.

The Contracting Officer is the only individual who can legally commit or obligate the Government to the expenditure of public funds. No cost chargeable to the proposed Contract can be incurred before receipt of a fully executed Contract or specific written authorization from the Contracting Officer.

PART III - PAST PERFORMANCE AND EXPERIENCE PROPOSAL

In the original proposal, include a minimum of three completed Past Performance Questionnaires by the Offerors customers (See Section J Attachment 3).

1. The completed questionnaires must be submitted by current (within the last three years) customers (both commercial and Government) involving similar or related services.
2. The completed questionnaires shall be from independent sources.
3. Offerors must submit each completed customer questionnaire in a separate envelope that

has been sealed by the customer for confidentiality.

4. The Government may contact the customer point of contact (POC) for verification. POC telephone and facsimile numbers must be accurate and current.
5. Failure to provide complete information regarding previous similar and/or related Contracts may result in eventual disqualification. The Contracting Officer will consider such performance information along with other factors in determining whether the Offerors is to be considered responsible, as defined in FAR 9.101. The Offeror is responsible for ensuring the questionnaires are completed in a timely manner and are submitted with its proposal.

List any Contract that was terminated for convenience of the Government within the past 3 years, and any Contract that was terminated for default within the past 5 years. Briefly explain the circumstances in each instance.

Provide a Matrix of Past Performance and Experience. Offerors shall create a matrix relating past work performed by the proposed team (prime Offeror plus major subcontractors) to the Task Areas described in Section C of this RFP.

The Offeror may identify any relevant quality awards or certifications that they have received over the past three years. In those instances where a new corporate entity lacks relevant past performance history, they may submit data on the individual components that comprise the new entity or on individual key personnel, with past performance history. FHWA may use this information to contact National Institutes of Health Contractor Performance System, technical/business representatives on previous Contracts to obtain information regarding performance. Failure to provide complete information regarding previous similar and/or related Contracts may result in eventual disqualification.

52.233-2 SERVICE OF PROTEST (AUG 1996)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Mr. Frank Waltos, HAAM-10, Room 4404, 400 Seventh Street, SW., Washington, D.C. 20590.
- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) SOLICITATION PROVISIONS

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.

52.252-3 ALTERATIONS IN SOLICITATION (APR 1984)

Portions of this solicitation are altered as follows: None.

CENTRAL CONTRACTOR REGISTRATION

This Solicitation contains, and its resulting Contract will contain FAR clause 52.204-7, "**Central Contractor Registration.**" All Contractors desiring to receive awards of DOT Contracts, purchase orders, delivery orders, or other Contractual vehicles **must** be registered in the Central Contractor Registration (CCR) database before receiving an award, and throughout the Contract's period of performance. The CCR is a Department of Defense web-based repository of Contractor information.

Interested Offerors should read and understand the requirements of FAR 52.204-7. The Offeror must register in the CCR prior to receiving any DOT Contract awards, and must maintain current, updated information in CCR throughout the performance period of the Contract. The Electronic Funds Transfer information in the CCR must be accurate in order for Contractors' invoices or Contract financing requests to be considered proper invoices for the purpose of prompt payment under DOT Contracts. Offerors can register in CCR at any time and are encouraged to do so immediately.

Offerors may register in the CCR database and obtain additional information at <http://www.ccr.gov>, or by calling 1-888-227-2423. The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the DOT's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor must confirm on an annual basis that its information in the database is accurate and complete.

*****ALERT***** FRAUDULENT CCR LETTERS*****

Recently, current U. S. Department of Transportation (DOT) Contractors and potential Contractors have received fraudulent letters purporting to be issued by DOT. These fraudulent letters request that current or potential Contractors register in the DOD Central Contractor Registration System (CCR). If you receive such a letter, please **DO NOT** complete the requested CCR worksheet that is attached to the letters and **DO NOT** release any information to the facsimile number cited in the letter. Please be aware that no Federal agency requires any confidential information to be submitted to verify CCR registration. The CCR is a legitimate government system. However, to register, Contractors should go directly through the CCR website and never through a third party. There is no requirement to send information directly to any Federal agency. For information on how to register in the CCR, please visit website <http://www.ccr.gov/> or call 1-888-227-2423 .

SECTION M - EVALUATION FACTORS FOR AWARD**GENERAL**

The Government's source selection decision will be based on the following three factors listed in order of descending importance: (A) Technical; (B) Price; and (C) Past Performance. The method of evaluation for each of these factors is described below.

EVALUATION CRITERIA**A. Technical**

Technical proposals will be evaluated on the following criteria listed in order of descending importance:

1. Professional competence of project team
2. Qualifications/experience of project team's technical experts in performing similar work
3. Demonstrated understanding of the scope of services
4. Technical approach and methodology

B. Price

In addition to the criteria listed above, price will be considered in the ultimate award decision.

C. Past Performance

Past performance will be reviewed to assure that the Offeror has relevant and successful experience and will be considered in the ultimate award decision. Past performance will not be scored.

D. Basis for Award

The Government will accept the offer that is considered the most advantageous to the Government. Of the three factors, (A) technical, (B) price, and (C) past performance, technical and price are considered the most important. Past performance is of less importance than technical or price. Technical and past performance, when combined, are significantly more important than price.