

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE of PAGES 1 63
2. CONTRACT NO.	3. SOLICITATION NO. DTFH61-08-R-00016	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED June 24, 2008	6. REQUISITION/PURCHASE NO. 42-07-08006	
7. ISSUED BY Federal Highway Administration Office of Acquisition Management 1200 New Jersey Ave., SE, Mail Stop E65-101 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 electronic copy (Samantha.Reizes@dot.gov) for furnishing the supplies or services in the Schedule will be received at the place specified in Item 7 until **4:00 pm** Washington, D.C. Time, **July 24, 2008**
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 Reizes Rick Murray	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS
		AREA CODE 202 202	NUMBER 366-4224 366-4250	EXT. Samantha.Reizes@dot.gov Rick.Murray@dot.gov

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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 (%)
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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.	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE	17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER	EXT.	

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: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 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.
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SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

The Contractor shall furnish all necessary facilities, materials, and personnel and shall perform all services necessary to conduct a study entitled, “Technical Support and Assistance for the Federal Highway Administration’s Human Centered Systems Team (HCST).”

This is an indefinite-delivery-indefinite-quantity (IDIQ) contract utilizing cost-plus-fixed-fee (CPFF) and firm-fixed-price (FFP) Task Orders in accordance with FAR 16.500. In accordance with the table below, the maximum potential value of all orders placed against this contract shall not exceed an amount ***to be negotiated*** over five-years (12-month base period and four 12-month option periods). The distribution of this amount between cost and fee shall be determined based upon the individual Task Orders awarded. The guaranteed minimum is \$50,000 for the base period and \$50,000 per option period if exercised.

INDEFINITE-DELIVERY-INDEFINITE-QUANTITY MINIMUM AND MAXIMUM AMOUNTS

Item	Supplies/Services	Maximum Amount	Minimum Amount
CLIN 0001 <i>(Base Period)</i>	HCST Program Support	<i>To be filled in at award</i>	\$50,000
CLIN 0002 <i>(option)</i>	HCST Program Support	<i>To be filled in at award</i>	\$50,000
CLIN 0003 <i>(option)</i>	HCST Program Support	<i>To be filled in at award</i>	\$50,000
CLIN 0004 <i>(option)</i>	HCST Program Support	<i>To be filled in at award</i>	\$50,000
CLIN 0005 <i>(option)</i>	HCST Program Support	<i>To be filled in at award</i>	\$50,000

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

CONTRACT OBJECTIVE

The primary objective of this contract is to provide human factors research, traffic and highway engineering, and program development and evaluation support to the FHWA HCST in the planning, development and conduct of activities within the highway safety, highway operations and special projects program areas. The contractor shall provide this support by:

1. Analyzing and reviewing specific technical and/or program issues and preparing documentation to support the FHWA in planning, and executing program activities including (1) highway safety, (2) highway operations (3) traffic management centers, (4) driver-vehicle interfaces, (5) pedestrian and bicyclist concerns (6) Intelligent Transportation Systems and other research areas that may be assigned;
2. Ensuring, through appropriate technical reviews, that research programs are technically sound and cost effective;
3. Providing technical support in the design and execution of analytical research studies, field investigations and laboratory experiments to fulfill program requirements;
4. Providing human factors and traffic engineering technical support in ongoing and planned special projects;
5. Providing the Government with technical data and documentation in support of program objectives in highway safety and highway operations and other program areas; and
6. Providing support in outreach activities, including presentations, publications, exhibits, media pieces, electronic documentation and other related activities.

SCOPE OF WORK

As directed by Task Orders, work shall include activities necessary to provide technical and administrative support for driver/pedestrian/user behavioral studies undertaken by the HCST. This includes assisting the Team in analyzing and reviewing specific technical and/or program issues. A major responsibility includes preparing documentation to support the FHWA in planning, and executing its human factors research program. The Contractor shall assist the Government in the technical review of programs and studies to ensure they are technically sound and cost effective.

The Contractor shall provide technical support in the design and execution of research program

requirements as well as technical and administrative support in designing, executing, analyzing and reporting on laboratory experiments and field investigations. This work includes the conduct of analytical and synthesis studies as well as the identification of further research needs as appropriate. This work also includes outreach activities such as preparing flyers and brochures and organizing and reporting on technical conferences and meetings.

The Safety portion of the research program presently covers these program areas: Roadway Departure, Speed Management, Pedestrian and Bicyclist, Intersections, Visibility, Safety Management (Crash Statistics), and other areas as assigned. The Operations portion of the research program presently covers these program areas: the Intelligent Transportation Systems, Advanced Traveler Information Systems, Transportation Management Centers (TMCs), and other areas as assigned.

In all of these activities, all decision making and program management authority shall remain with the Government.

DELINEATION OF CONTRACTOR TASKS

In order to meet the objective of this contract, the Contractor shall perform the following general scope of work through the issuance of specific Task Orders.

Note: Task Orders issued under this Contract may require the collection of information; and this collection may include Personally Identifiable Information (PII). When information is to be collected from 10 or more members of the public, clearance from the Office of Management and Budget is required prior to onset of collection activity. This clearance process takes, at a minimum, six months, depending on the complexity of the task order and sensitivity of information required. Collection of PII requires completion of a Privacy Impact Assessment, and potentially a System of Record Notice. In addition, all systems, websites, and data bases collecting, storing, transferring, data in support of this contract, must comply with Federal, Departmental, and Agency security requirements for Certification and Accreditation. Certification and accreditation will require the contractor to create a security plan in compliance with National Institute of Standards and Technology requirements, other system life-cycle documentation and will involve onsite testing by FHWA which includes FHWA running a vulnerability scan during certification and accreditation and weekly after the system is certified and accredited. No data can be collected, stored, transferred, etc. until the system is certified and accredited. The certification and accreditation process is somewhat lengthy and can take at a minimum six months once the security plan and other system documentation is received by FHWA. The Contractor shall not proceed with any work under applicable task orders until receipt of written authorization to proceed based on approval of the systems noted above.

TASK A -- Provide Support in the Development of Research Activities in Human Factors Research Programs.

- a. Within the broad program areas of (1) highway safety; (2) highway operations, (3) intelligent transportation systems, including traffic management centers; (4) driver-vehicle interfaces; (5) older and younger driver programs, (6) pedestrian and bicyclist concerns, (7) Operations, and other program areas: define specific objectives; identify study areas; and develop flow charts, work plans, schedules, and estimated costs. These program areas include all of those listed under the Safety and Operations portions of the research program, as well as other Special Projects as assigned.
- b. Provide full and detailed program descriptions, including summaries of studies within the program, how the work will be coordinated with other federal programs, and potential benefits of the research.
- c. Provide supporting program documentation, as required by the FHWA.

TASK B -- Conduct Empirical and Analytical Research Studies in the Human Factor Program Areas.

Plan and conduct human factors research studies. These studies are mainly laboratory experiments, but may be combined with field investigations or analytical studies or a combination thereof. Activities in this area include but are not limited to:

- a. Preparing administrative study documentation;
- b. Performing literature reviews;
- c. Interfacing with other researchers conducting joint efforts with FHWA;
- d. Preparing experimental designs;
- e. Preparing and testing experimental apparatus;
- f. Obtaining, transporting, and paying subjects;
- g. Training, instructing, and preparing subjects;
- h. Obtaining subjects' informed consent;
- i. Collecting data;

- j. Conducting statistical or other analyses on obtained data;
- k. Preparing draft and final reports of study results; and
- l. Presenting research findings to senior FHWA staff and others.

TASK C -- Conduct Analytical and Field Research Studies in the Human Factor Program Areas.

Plan and conduct human factors research studies. These studies are mainly analytical and field studies, but may be combined with laboratory experiments. Activities in this area include but are not limited to:

- a. Preparing administrative study documentation;
- b. Performing literature reviews;
- c. Interfacing with other researchers conducting joint efforts with FHWA;
- d. Preparing field study designs;
- e. Preparing and testing field apparatus;
- f. Obtaining, transporting, and paying non-federal employee subjects;
- g. Training, instructing and preparing non-federal employee subjects;
- h. Obtaining subjects informed consent;
- i. Collecting data or performing analyses;
- j. Conducting statistical or other analyses on obtained data;
- k. Preparing draft and final reports of study results; and
- l. Presenting research findings to senior FHWA staff and others.

TASK D -- Provide Support in the Conduct of Program Outreach Activities.

This task includes the preparation of presentations, slides, exhibits, brochures, flyers, posters, computer-generated presentations, publications, documents and electronic media. In addition to

providing implementation of products, this Task includes assisting the FHWA in assessing:

- a. Customers' needs;
- b. How the information should be prepared, i.e., guidelines, reports, or technical workshops;
- c. How the information should be distributed, i.e., hardcopy, Internet, computer discs; and
- d. The degree of customer satisfaction.

TASK E -- Provide Support in the Conduct of Technical Conferences and Meetings.

- a. Prepare and mail letters, agendas, and other supporting documents to participants;
- b. Provide support in making meeting arrangements, conducting focus groups, symposiums and seminars;
- c. Provide transcripts, and prepare summaries or full reports of meeting results. Provide reports to organizations designated by the Contracting Officer's Technical Representative (COTR);
- d. As requested, travel to Government designated meetings, conferences, symposia, etc., for the purpose of obtaining information required by program and/or research study activities;
- e. Prepare visual aids and provide speech writing support;
- f. Provide other technical and administrative support as required by the COTR.

REQUIREMENTS FOR IMPLEMENTING SECTION 508 STANDARDS

Preparation of Technical Reports or other documents that FHWA plans to post on a website.

In addition to the work requirements specified in this statement of work, vendors must ensure that all electronic documents that they prepare will meet the requirements of 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. Vendors can view Section 508 of the Rehabilitation Act <http://www.access-board.gov/508.htm> and the Federal IT Accessibility Initiative (Home Page) <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. The following paragraphs summarize the requirements for preparing FHWA reports in conformance with Section 508 for eventual posting by FHWA to an FHWA-sponsored website. If you have further questions, please contact the FHWA contracting officer’s technical representative listed in this statement of work.

Electronic documents with images

Provide a text equivalent for every non-text element in all publications prepared in electronic format. Use descriptions (such as, "alt" and "longdesc") for all non-text images or place them in element content. For all documents prepared, vendors must prepare one standard HTML format (as described in this statement of work) AND one text format that includes descriptions for all non-text images. “Text equivalent” means text sufficient to reasonably describe the image. For example, an image that is merely decorative requires only a very brief “text equivalent” description. However, if the image conveys information that is important to the content of the report, then text sufficient to reasonably describe that image and its purpose within the context of the report must be provided.

Electronic documents with complex charts or data tables

When preparing tables that are heavily designed, provide adequate alternate information so that assistive technologies can read them out. Identify row and column headers for data tables. Provide the information in a non-linear form. Markup shall be used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers.

Electronic documents with forms

When electronic forms are designed to be completed on-line, the form shall allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.

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.

REVIEW AND APPROVAL OF CONTRACTOR PERFORMANCE

Final Review and Acceptance

At the conclusion of each Task Order, the COTR and the Contracting Officer's Task Manager (COTM) review and approval of the Task Order will constitute acceptance of the order. Final approval of all work under the contract will be made by the Contracting Officer (CO) at the conclusion of the contract.

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.acqnet.gov/far/>.

- 52.246-4 Inspection of Services- Fixed Price (AUG 1996)
- 52.246-5 Inspection of Services - Cost-Reimbursement (APR 1984)
- 52.246-7 Inspection of Research and Development- Fixed Price (AUG 1996)
- 52.246-9 Inspection of Research and Development (Short Form) (APR 1984)
- 52.246-16 Responsibility for Supplies (APR 1984)

SECTION F - DELIVERIES OR PERFORMANCE

MAXIMUM AND MINIMUM ORDER QUANTITIES – LEVEL OF EFFORT REQUIRED TO ACCOMPLISH WORK

Base Period

Maximum: In the performance of Task Orders issued pursuant to this contract, the Contractor shall provide a maximum of 6,150 direct productive labor hours of staff effort during the base period of performance (12 months). Direct productive labor hours are defined as actual work hours exclusive of vacation, holiday, sick leave and all other absences.

Minimum: The minimum value ordered during the base period of the contract will be \$50,000.

Optional Period

Maximum: Should the Government elect to exercise any of its options to extend services under this contract, the maximum number of direct productive hours that may be ordered during the 12-month option year shall be:

Option year 1 – 9,470.
Option year 2 – 10,660
Option year 3 – 11,805
Option year 4 – 13,610

Minimum: Should the Government elect to exercise any of its options to extend service under this contract, the minimum value ordered during the optional periods of the contract will be \$50,000 for each 12-month option year.

PERIOD OF PERFORMANCE

All work and services required hereunder shall be completed on or before the date specified in the individual Task Orders. Should the Government elect to exercise any of its options for additional services under this contract, the total contract period of performance shall be completed within the time frame specified in that option. Task Orders may be issued up to the final day of this contract, and the contract will remain in force to allow for *completion* of all Task Orders *issued*. However, no *new* Task Orders shall be issued after the final day of the contract. Performance shall begin on the effective date of the contract.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 66 months.

TRANSITION ACTIVITIES

The Contractor may be required to provide services needed to assist in a smooth and orderly transition between the incumbent Contractor and a successor Contractor to ensure minimum disruption to vital Government business. These services may include, but are not limited to: data and other file transfer, material transfer, coordination with existing Contractor, and other activities to assist in an orderly transfer and establishment of continued operation of the contract services. The Contractor is expected to cooperate fully in the transition.

PLACE OF PERFORMANCE

Unless otherwise specified in individual Task Orders, all work performed under this contract may be performed at the selected contractor's facility or at Turner-Fairbank Highway Research Center (TFHRC).

SPECIFICATIONS GOVERNING CONDUCT OF WORK REQUIREMENTS FOR ON-SITE PARTICIPATION

In the event that work is performed at the TFHRC in McLean, Virginia, access to laboratory testing facilities and all equipment necessary for the performance of each Task Order will be provided by the Government. The normal reporting location for contract employees providing services at TFHRC shall be 6300 Georgetown Pike, McLean, VA 22101. Normal working hours at TFHRC are 8:30 am until 4:30 pm.

PLACE OF DELIVERY

All deliverables and a copy of the quarterly reports (See Section G) under the contract shall be delivered F.O.B. Destination, under transmittal letter, to the following address:

Federal Highway Administration
Turner-Fairbank Highway Research Center
6300 Georgetown Pike
McLean, VA 22101
Attention: to be filled in at time of award

The quarterly progress reports and other items as specified shall be delivered by email to the Contract Administrator at the following address:

Federal Highway Administration
Office of Acquisition Management
HAAM-40D, Mail Stop E65-101
1200 New Jersey Ave., SE
Washington, D.C. 20590
Attention: To be filled in at time of award
Email: To be filled in at time of award

SCHEDULE OF WORK

All tasks set forth in the Statement of Work shall be performed in accordance with the work schedule as delineated in each Task Order. Performance shall begin on the effective date of each Task Order.

52.242-15 STOP-WORK ORDER (AUG 1989) -- ALTERNATE I (APR 1984)

- (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 order 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 Termination 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, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected, 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 a proposal 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.

52.247-34 F.O.B. DESTINATION (NOV 1991)

SECTION G - CONTRACT ADMINISTRATION DATA

TASK ORDER PROCEDURES

TASK ORDER PROCEDURES

All funds expended under this contract shall be incurred and accounted for under individual task orders.

Within the direct productive labor hours specified in the level of effort clause of this contract (Reference Section F), the Contractor shall incur costs under this contract in the performance of Task Orders and Task Order modifications issued in accordance with this ordering procedure. No other costs are authorized without the express written consent of the CO.

Performance under this contract is subject to the following ordering procedure:

- a. From time to time during the terms of this contract, the COTR will issue Task Order Proposal Requests (TOPR) to the Contractor. Each TOPR will indicate the objectives or results desired by the Government. These objectives shall be within the scope, period, and maximum value of the contract.
- b. The TOPR may be placed by written communications or electronic means. Each TOPR will state the due date for proposal submission.
- c. Each TOPR will contain, as a minimum, the following information:
 - (1) Name and signature (electronic signature if applicable) of the COTR;
 - (2) Contract number, Task Order number, due date and time, and number of copies required;
 - (3) Description of work;
 - (4) Maximum number of contract labor hours and other resources authorized;

- (5) Documentation requirements;
 - (6) Delivery/performance schedule;
 - (7) Quality assurance standards, as appropriate; and
 - (8) Travel authorized.
- d. Proposals shall be delivered, on or before the due date, both to the COTR and to the Contract Administrator (CA) at the following addresses:
- Deliveries to the COTR shall be sent to the following address:
- Federal Highway Administration
Turner-Fairbank Highway Research Center (HRPD)
6300 Georgetown Pike
McLean, VA 22101
Attention: (to be filled in at award)
- Deliveries to the CA shall be sent to the following address:
- Federal Highway Administration
Office of Acquisition Management
HAAM-40, Mail Drop: W36-481
1200 New Jersey Avenue, SE
Washington, D.C. 20590
Attention: (to be filled in at award)
- e. The proposal shall outline the Contractor's overall approach for completing the Task Order and shall, at a minimum, include:
- (1) The contract number and the TOPR number at the top of the proposal;
 - (2) Signed cover letter stating that this is the Task Plan to the TOPR;
 - (3) Discussion of technical approach for performing the work;
 - (4) Estimated date of commencement of work, and any changes proposed to the schedule of performance;
 - (5) Direct labor hours, by applicable labor category, and the total direct labor hours, including those in (6) below, estimated to complete the task; direct

labor costs, by labor category, and applicable indirect costs; and identification of specific staff, including new or updated resumes, as necessary;

- (6) Travel and material costs estimates;
 - (7) An estimate for subcontractors and consultants, including the direct labor hours, if applicable;
 - (8) Other pertinent information, such as indirect costs, as cited in this section; and
 - (9) The total estimated cost and fixed fee for completion of the Task Order.
- f. The CA will secure an approval signature from the CO and issue a notice to proceed to the Contractor when the Task Order has been approved. The Contractor shall not commence work on a Task Order until the notice to proceed has been issued.
- g. The CO may modify Task Orders in the same manner as they are issued.
- h. In the event that there is a conflict between the requirements of the Task Order and the Contractor's work plan, the Task Order shall prevail.
- i. If the Contractor, either at the time of receipt of a Task Order or at any time during work assignment performance, has reason to believe that the cost or number of labor hours will exceed the estimates set forth in the Task Order, the Contractor shall immediately notify the CO in writing and suggest a revised estimate for completion of the work required thereunder. The CO will make the final determination of the approved cost and number of direct productive labor hours for each work assignment.
- j. The Contractor shall not exceed the estimated level of effort and cost specified in each Task Order without written authorization of the CO.
- k. The Limitation of Funds or Limitation of Costs clauses apply to each cost reimbursable task order individually. Therefore, the Contractor is required to notify the Contracting Officer by each individual task order in accordance with clauses 52.232-22, Limitation of Funds, and 52.232-21, Limitation of Costs, as applicable. Any questions please contact the Contracting Officer.

NOTE: Task Orders issued under this contract may be either cost-plus-fixed-fee or firm-fixed-price depending on the nature of the work requested and the CO's determination.

QUARTERLY PROGRESS REPORT

The Contractor shall furnish an electronic copy of a quarterly progress report (see sample format in Section J) to the COTR (To be filled in at award) and one to the Contract Administrator (To be filled in at award) on or before the 15th of the month following the three calendar months being reported. Each report shall contain concise statements covering the activities relevant to the statement of work, including:

- (a) A clear and complete account of the work performed under each task order.
- (b) An outline of the work to be accomplished during the next report period.
- (c) A description of any problem encountered or anticipated that will affect the completion of any individual Task Order within the time and fiscal constraints as set forth in the Task Orders, together with recommended solutions to such problems; or, a statement that no problems were encountered.
- (d) A tabulation of the planned, actual and cumulative person-hours expended by the personnel identified in the Professional Staffing of each task order.
- (e) A chart showing current and cumulative expenditures by quarter versus planned expenditures.

FUNDS AVAILABLE

- (a) Currently, funds in the amount of \$_____ are obligated to this contract.
- (b) The balance of funding under this contract (\$_____) will be obligated subject to availability of funds and formal modification to this contract by the CO.
- (c) The clause entitled "LIMITATION OF FUNDS" applies to this contract. Any notification required on the part of the Contract shall be made in writing to the CO. In the event that the contract is not funded beyond the estimated cost set forth in the schedule, the Contractor shall deliver to the CO the data collected and the material produced or in process or acquired in connection with the performance of the project provided herein together with a summary report in five copies of its progress and accomplishments to date.

PAYMENT – COST REIMBURSEMENT (Cost Reimbursement Task Orders)

- (a) The Contractor may be reimbursed for direct and indirect costs incurred in the performance hereof as are allowable under the provisions of Part 31 of the Federal Acquisition Regulation in the not-to-exceed amount of \$_____ (to be negotiated) subject to the Limitation of Funds Clause.
- (b) For cost-plus-fixed-fee task orders, the Contractor may request monthly interim payments for costs incurred during the performance of each specific task order. See the "Invoices" section for submittal instructions. A statement of costs incurred by the Contractor in the performance of cost-plus-fixed-fee task orders issued under this contract and claimed to constitute allowable costs shall support each monthly interim payment request. Each monthly interim payment request shall be submitted in accordance with "The FHWA Billing Instructions for Cost Reimbursement Contracts" (See Section J, Attachment 6) to be considered proper for payment. Prior approval of the CO is required if the Contractor wishes to use a different payment request format. Any payments hereunder will be made upon determination by the CO that the requirements of the contract are being met.
- (c) In accordance with clause 52.232-25, "Prompt Payment", monthly interim payments will be made by the 30th day following receipt of proper request for payment by the designated billing office, unless audit or other review is considered necessary to ensure compliance with the terms and conditions of the contract. All interim payments hereunder will be made upon further determination by the CO that the Contractor is making adequate progress toward successful contract completion.
- (d) Final invoice payment shall be made upon the CO's determination that all contract requirements have been completed. The payment due date for final invoice shall be established in accordance with the clause 52.232-25.

PAYMENT OF FIXED FEE (Cost Type Task Orders)

The actual amount of fixed fee payable under this IDIQ contract will be established through the issuance of cost-plus-fixed-fee task orders under the contract. The Contractor may request payment of fixed fee, by submission of a separate invoice, upon the successful completion of each cost-plus-fixed-fee task order. The Government will pay the fixed fee amount for each Task Order based on the Contracting Officer's determination that all work under the Task Order has been satisfactorily completed.

PAYMENT OF FIRM-FIXED-PRICE TASK ORDERS

For firm-fixed-price task orders, unless otherwise specified in the individual task order, the Contractor may request payment for the firm-fixed-price specified in the task order upon the Government's acceptance of all work under that task order. Satisfactory completion and acceptance of the task order will be made by the CO.

INDIRECT COSTS (Applies Only to Cost Type Task Orders)

Pending the establishment of final indirect cost rates which shall be negotiated based on audit of actual costs as provided in Subpart 42.7 of the Federal Acquisition Regulation, the Contractor shall be reimbursed for allowable indirect costs hereunder at the billing rate of [__TO BE NEGOTIATED__]. This INDIRECT COST provision does not operate to waive the LIMITATION OF FUNDS Clause. The Contractor's audited final indirect costs are allowable only insofar as they do not cause the Contractor to exceed the total estimated costs for performance of the contract listed on page 2 (SECTION B) and under the PAYMENT provision above.

BILLING RATES

The provisional indirect rates negotiated under this contract for billing purposes shall remain in effect until revised rates have been approved in writing by the CO. The Contractor shall request new provisional billing rates in writing.

INVOICES

Submit all invoices to one of the following invoice addresses:

All invoices and required supporting documents shall be sent via e-mail to the following e-mail address: 9-AMC-AMZ-FHWA-Invoices@faa.gov.

- (a) Include the invoice as an attached PDF document
- (b) Include in the e-mail subject line the following:
 - (i) "Invoice No. #
 - (ii) Contract/Agreement Number
 - (iii) Name of your Company/Organization."
 - (iv) Attention: [Contract Specialist Name]

Example: Invoice No. 35 – DTFH61-08-C-00001 – ABC Company – Attention: John Doe

If the invoice and supporting documents exceed 8 MB as an e-mail attachment, the contractor must select one of the other submission options presented below:

Invoices submitted via an overnight service must use the following physical address:

MMAC
FHWA/AMZ-150

6500 S. MacArthur Blvd
Oklahoma City, OK 73169
Attention: [Contract Specialist Name]
Express Delivery Point of Contact: April Grisham, 405 954-8269

Invoices may be submitted via regular U.S. Postal Service to the following address:

Federal Highway Administration
Markview Processing
P.O. Box 268865
Oklahoma City OK 73126-8865
Attention: [Contract Specialist Name]

All invoices, regardless of submission method, must identify (Contract Specialist Name) as the invoicing point of contact.

An invoice submitted to an address other than those identified above after February 1, 2008, will be returned to the vendor as non-conforming.

CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) and CONTRACTING OFFICER'S TASK MANAGER (COTM)

The Contracting Officer may designate a Technical Representative (COTR) to assist in monitoring the work under this contract and may further designate a Task Manager (COTM) to assist in monitoring the work under a specific Task or Task Order. The COTR & COTM are responsible for the technical administration of the contract and technical liaison with the Contractor. The COTR AND COTM ARE NOT authorized to change the scope of work or specifications as stated in the contract and in any Task Order, 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 and any Task Orders issued. The Contracting Officer shall authorize any such revisions in writing.

SUBCONTRACTS - ADVANCE NOTIFICATION AND CONSENT

Under this contract, the requirements of FAR 44.2, CONSENT TO SUBCONTRACTS, have been

fulfilled for the following subcontracts:

[as negotiated]

Any future change or revision to the Statement of Work or other applicable aspects of this contract shall include the subcontract(s) only to the extent that performance of the subcontract(s) is directly affected by the change or revision.

KEY PERSONNEL

The Contractor has designated the following as the key personnel under this contract:

Position	Staff Member
IDIQ Project Manager	

In the event that any key personnel become unavailable to continue in the performance of this contract, the appointment of a replacement shall be subject to prior approval of the Contracting Officer.

PROFESSIONAL STAFFING

The Contractor agrees to assign the following professional staffing to this contract work:

Position	Staff Member
Principal Investigator, Sub A	
Principal Investigator, Sub B	
Etc.	

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.

CONTRACTOR SUPERVISION

The Contractor shall provide total supervision of its staff. Government personnel are not authorized or permitted to supervise any Contractor personnel. The Contractor's Project Manager for this contract is _____, who shall communicate with the COTR to determine the Government's work requirements as set forth in the Statement of Work and shall assure that these requirements are fulfilled. In the event the designated Project Manager is incapacitated due to illness or injury or otherwise is to be removed by the Contractor during the contract performance, replacement of the incumbent Project Manager shall be subject to the approval of the Contracting Officer.

RESTRICTIONS AND STANDARDS OF CONDUCT

The Contractor and his/her employees shall conduct only business covered by this contract during periods paid for by the FHWA and shall not conduct any other business on Government premises. Contractor personnel shall abide by the normal rules and regulations applicable to the FHWA premises, including any applicable safety and security regulations.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

1252.237-70 QUALIFICATIONS OF CONTRACTOR EMPLOYEES (APR 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 sensitive information which shall not be disclosed, by the contractor unless authorized in writing by the contracting officer. To protect sensitive information, the contractor shall provide training to any contractor employees authorized to access sensitive information, and upon request of the Government, provide information as to an individual's suitability to have authorization.
- c. The Contracting Officer may require dismissal from work 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 request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required.
- e. The Contractor shall ensure that contractor employees are:
 - (1) 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

- (2) Have background investigations according to DOT Order 1630.2B, Personnel Security Management.
- f. The Contractor shall immediately notify the contracting officer when an employee no longer requires access to DOT computer systems due to transfer, completion of a project retirement or termination of employment.
- g. 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.

1252.239-70 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (APR 2005)

- (a) The Contractor shall be responsible for Information Technology security for all systems connected to a Department of Transportation (DOT) network or operated by the Contractor for DOT, regardless of location. This clause is applicable to all or any part of the contract that includes information technology resources or services in which the Contractor has physical or electronic access to DOT's sensitive information that directly supports the mission of DOT. The term "information technology", as used in this clause, means any equipment or interconnected system or subsystem of equipment, including telecommunications equipment, that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. This includes both major applications and general support systems as defined by OMB Circular A-130. Examples of tasks that require security provisions include:
- (1) Hosting of DOT e-Government sites or other IT operations;
 - (2) Acquisition, transmission or analysis of data owned by DOT with significant replacement cost should the contractor's copy be corrupted; and
 - (3) Access to DOT general support systems/major applications at a level beyond that granted the general public, e.g. bypassing a firewall.
- (b) The Contractor shall develop, provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract. The plan shall describe those parts of the contract to which this clause applies. The Contractor's IT Security Plan shall comply with applicable Federal Laws that include, but are not limited to, 40 U.S.C. 11331, the Federal Information Security Management Act (FISMA) of 2002 and the E-Government Act of 2002. The plan shall meet IT security requirements in accordance

with Federal and DOT policies and procedures, as they may be amended from time to time during the term of this contract that include, but are not limited to:

- (1) OMB Circular A-130, Management of Federal Information Resources, Appendix III, Security of Federal Automated Information Resources;
 - (2) National Institute of Standards and Technology (NIST) Guidelines;
 - (3) Departmental Information Resource Management Manual (DIRMM) and associated guidelines; and
 - (4) DOT Order 1630.2B, Personnel Security Management.
- (c) Within 30 days after contract award, the contractor shall submit the IT Security Plan to the DOT Contracting Officer for acceptance. This plan shall be consistent with and further detail the approach contained in the offeror's proposal or sealed bid that resulted in the award of this contract and in compliance with the requirements stated in this clause. The plan, as accepted by the Contracting Officer, shall be incorporated into the contract as a compliance document. The Contractor shall comply with the accepted plan.
- (d) Within 6 months after contract award, the contractor shall submit written proof of IT Security accreditation to the DOT for acceptance by the DOT Contracting Officer. Such written proof may be furnished either by the Contractor or by a third party. Accreditation must be in accordance with DOT Order 1350.2, which is available from the Contracting Officer upon request. This accreditation will include a final security plan, risk assessment, security test and evaluation, and disaster recovery plan/continuity of operations plan. This accreditation, when accepted by the Contracting Officer, shall be incorporated into the contract as a compliance document, and shall include a final security plan, a risk assessment, security test and evaluation, and disaster recovery/continuity of operations plan. The contractor shall comply with the accepted accreditation documentation.
- (e) On an annual basis, the contractor shall submit verification to the Contracting Officer that the IT Security Plan remains valid.
- (f) The contractor will ensure that the following banners are displayed on all DOT systems (both public and private) operated by the contractor prior to allowing anyone access to the system:

Government Warning

****WARNING**WARNING**WARNING****

Unauthorized access is a violation of U.S. Law and Department of Transportation policy, and may result in criminal or administrative penalties. Users shall not access other user's or system files without proper authority. Absence of access controls IS NOT authorization for access! DOT information systems and related equipment are intended for communication, transmission, processing and storage of U.S. Government information. These systems and equipment are subject to monitoring by law enforcement and authorized Department officials. Monitoring may result in the acquisition, recording, and analysis of all data being communicated, transmitted, processed or stored in this system by law enforcement and authorized Department officials. Use of this system constitutes consent to such monitoring.

****WARNING**WARNING**WARNING****

- (g) The contractor will ensure that the following banner is displayed on all DOT systems that contain Privacy Act information operated by the contractor prior to allowing anyone access to the system:

This system contains information protected under the provisions of the Privacy Act of 1974 (Public Law 93-579). Any privacy information displayed on the screen or printed shall be protected from unauthorized disclosure. Employees who violate privacy safeguards may be subject to disciplinary actions, a fine of up to \$5,000, or both.

- (h) Contractor personnel requiring privileged access or limited privileged access to systems operated by the Contractor for DOT or interconnected to a DOT network shall be screened at an appropriate level in accordance with DOT Order 1630.2B, Personnel Security Management, as it may be amended from time to time during the term of this contract.
- (i) The Contractor shall ensure that its employees, in performance of the contract performing under this contract, receive annual IT security training in accordance with OMB Circular A-130, FISMA, and NIST requirements, as they may be amended from time to time during the term of this contract, with a specific emphasis on rules of behavior.
- (j) The Contractor shall afford the Government access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection (to include vulnerability testing), investigation and audit to safeguard against threats and hazards to the integrity, availability and confidentiality of DOT data or to the function of information technology systems operated on behalf of DOT, and to preserve evidence of computer crime.
- (k) The Contractor shall incorporate the substance of this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.

- (l) The contractor shall immediately notify the contracting officer when an employee terminates employment that has access to DOT information systems or data.

(End of clause)

1252.239-71 INFORMATION TECHNOLOGY SECURITY PLAN AND ACCREDITATION (APR 2005)

All offers submitted in response to this solicitation must address the approach for completing the security plan and accreditation requirements in TAR clause [1252.239-70](#).

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE

- (a) Contractor Performance Evaluations Interim and final evaluations of contractor performance will be prepared on this contract in accordance with FAR 42.15 (or FAR 36.201 for construction, or FAR 36.604 for Architect-Engineering). The final performance evaluations will be prepared at the time of completion of work.

Interim and final evaluations will be provided to the contractor as soon as practicable after completion of the evaluation. The Contractor can elect to review the evaluation and submit additional information or a rebuttal statement. The contractor will be permitted thirty days to respond. Contractor response is voluntary and is not mandatory. Any disagreement between the parties regarding an evaluation will be referred to an individual at a level above the CO, whose decision is final. Copies of the evaluations, contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.

- (b) Electronic Access to Contractor Performance Evaluations FAR 42.15 (or FAR 36.201 for construction, or FAR 36.604 for architect-engineering) require agencies to prepare interim and final evaluations of contractor performance. The U.S. Department of Transportation utilizes the National Institutes of Health (NIH) Contractor Performance System (CPS) to record and maintain past performance information.

Contractors that have Internet capability may access evaluations through a secure Web site for review and comment by completing the registration form that can be obtained at the following URL: <https://cpscontractor.nih.gov/>. The registration process requires the contractor to identify an individual that will serve as a primary contact and who will be authorized access to the evaluation for review and comment. In addition, the contractor will be required to identify a secondary contact who will be responsible for notifying the cognizant contracting official in the event the primary contact is unavailable to process the evaluation within the required 30-day time period. Once the contractor is registered and a performance evaluation has been prepared and is ready for comment, the CPS will send an email to the contractor representative notifying that individual that a performance evaluation is electronically available for review and comment.

GOVERNMENT FURNISHED OR ACQUIRED PROPERTY

The following Government furnished or Contractor acquired property is provided to the Contractor for performance under this contract, and shall be accounted for as provided in 1252.245-70, paragraph _____, below:

[As Required by Task Orders]

1252.245-70 GOVERNMENT PROPERTY REPORTS. (OCT 1994)

- (a) The Contractor shall prepare an annual report of Government property in its possession and the possession of its Subcontractors.
- (b) The report shall be submitted to the Contracting Officer not later than September 15 of each calendar year on Form DOT F 4220.43, Contractor Report of Government Property.

CONTROL AND DISPOSAL OF HAZARDOUS CHEMICALS

The Contractor shall comply with the Occupational Safety and Health Administration (OSHA) regulations 29 CFR Parts 1910 and 1926. Attention is directed to the control of hazardous material, Section 1910.1200 of the OSHA regulations and the Environmental Protection Agency regulations concerning the disposal of hazardous waste [Solid Waste Disposal Act, as amended by the Resources Conservation Act of 1976, as amended (42 U.S.C. 6901 et seq.)].

LIMITATION ON FUTURE CONTRACTING

It is agreed by the parties of this contract that the Contractor will be restricted in its future contracting with FHWA to the manner described below. Except as specifically provided in this

clause, the Contractor shall be free to compete for FHWA business on an equal basis with other companies.

If the Contractor, under the terms of this contract, is required to develop specifications or statements of work, or materials leading directly, predictably or without delay to a statement of work to be used in the competitive procurement of a system or services, the Contractor shall be ineligible to perform the work described within that solicitation as a prime Contractor, subcontractor, Consultant, or in any capacity to any supplier under an ensuing FHWA contract. Such restrictions shall remain in effect for one year following the date of the initial solicitation.

PART II

SECTION I - CONTRACT CLAUSES

FH.01 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.

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).

**52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION
OTHER THAN COST OR PRICING DATA—MODIFICATIONS (OCT 1997)**

(a) *Exceptions from cost or pricing data.*

(1) In lieu of Submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may Submit a written request for exception by Submitting the information described in the following paragraphs. The CO may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable-

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or Subcontracts for commercial items.

(A) If (1) The original contract or Subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or Subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or Subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or Subcontract from a contract or Subcontract for the acquisition of a commercial item to a contract or Subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include-

- (1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being Submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.
 - (2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.
 - (3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.
- (2) The Contractor grants the CO or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.
- (b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:
- (1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.
 - (2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall Submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of clause)

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the contractor is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information on how to implement such a program or for statistics on the potential benefits and cost-savings to your company or organization, please visit the *Buckle Up America* section of NHTSA's website at www.nhtsa.dot.gov. Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in the Washington, D.C. metropolitan area, and dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to help with technical assistance, a simple, user friendly program kit, and an award for achieving the President's goal of 90 percent seat belt use. NETS can be contacted at 1-888-221-0045 or visit its website at www.trafficsafety.org.

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 CO will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.acqnet.gov/far>.

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 (SEP 2006)
- 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 (SEP 2007)
- 52.204-2 Security Requirements (AUG 1996)

- 52.204-4 Printed or Copied Double-Sided on Recycled Paper (AUG 2000)
- 52.204-7 Central Contractor Registration (JUL 2006)
- 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (SEP 2006)
- 52.215-2 Audit and Records - Negotiation (JUN 1999)
- 52.215-8 Order of Precedence - Uniform Contract Format (OCT 1997)
- 52.215-10 Price Reduction for Defective Cost or Pricing Data (OCT 1997)
- 52.215-12 Subcontractor Cost or Pricing Data (OCT 1997)
- 52.215-14 Integrity of Unit Prices (OCT 1997)
- 52.215-15 Pension Adjustments and Asset Reversions (OCT 2004)
- 52.215-17 Waiver of Facilities Capital Cost of Money (OCT 1997)
- 52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (JUL 2005)
- 52.216-7 Allowable Cost and Payment (DEC 2002)
- 52.216-8 Fixed Fee (MAR 1997)
- 52.216-18 Ordering (OCT 1995) Fill in: *Effective date of contract through 2013*
- 52.216-19 Order Limitations (OCT 1995) Fill in:
 - Paragraph (a) insert "\$10,000"*
 - Paragraph (b) (1) insert "\$500,000"*
 - Paragraph (b) (2) insert "\$1,000,000"*
 - Paragraph (b) (3) insert "30"*
 - Paragraph (d) insert "15"*
- 52.216-22 Indefinite Quantity (OCT 1995)
- 52.217-9 Option to Extend the Term of the Contract (MAR 2000)
 - Paragraph (a) insert "60 days of the expiration date of the contract"*
 - Paragraph (c) insert "6 months"*

52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005)

Note: The factor in paragraph (b) is 10 percent. If the offeror elects to waive the price evaluation adjustment check this box [].

52.219-8 Utilization of Small Business Concerns (MAY 2004)

52.219-9 Small Business Subcontracting Plan (NOV 2007) Alternate II (OCT 2001)

52.219-14 Limitations on Subcontracting (DEC 1996)

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 (MAR 2007)

52.222-29 Notification of Visa Denial (JUN 2003)

52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006)

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 (SEP 2006)

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 Certification of Toxic Chemical Release Reporting (AUG 2003)

52.224-1 Privacy Act Notification (APR 1984)

- 52.224-2 Privacy Act (APR 1984)
- 52.225-13 Restrictions on Certain Foreign Purchases (FEB 2006)
- 52.226-1 Utilization of Indian Organizations and Indian Owned Economic Enterprises (JUN 2000)
- 52.227-1 Authorization and Consent (DEC 2007) - Alternate I (APR 1984)
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)
- 52.227-14 Rights in Data - General. -Alternate I, II, & III (DEC 2007)
- 52.227-16 Additional Data Requirements (JUN 1987)
- 52.227-23 Rights to Proposal Data (Technical) (JUN 1987)
- 52.228-7 Insurance - Liability to Third Persons (MAR 1996)
- 52.230-2 Cost Accounting Standards (APR 1998)
- 52.230-3 Disclosure and Consistency of Cost Accounting Practices (APR 1998)
- 52.230-5 Cost Accounting Standards—Educational Institution (APR 1998)
- 52.230-6 Administration of Cost Accounting Standards (APR 2005)
- 52.232-9 Limitation on Withholding of Payments (APR 1984)
- 52.232-17 Interest (JUN 1996)
- 52.232-22 Limitation of Funds (APR 1984)
- 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) - Alternate I (JUN 1985)
- 52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)
- 52.239-1 Privacy or Security Safeguards (AUG 1996)
- 52.242-1 Notice of Intent to Disallow Costs (APR 1984)
- 52.242-2 Production Progress Reports (APR 1991)
- 52.242-3 Penalties for Unallowable Costs (MAY 2001)
- 52.242-4 Certification of Final Indirect Costs (JAN 1997)
- 52.242-13 Bankruptcy (JUL 1995)
- 52.244-2 Subcontracts - Alternate I (JUN 2007)
- 52.244-5 Competition in Subcontracting (DEC 1996)
- 52.244-6 Subcontracts for Commercial Items (MAR 2007)
- 52.245-1 Government Property (JUN 2007)
- 52.246-24 Limitation of Liability - High-Value Items (FEB 1997)
- 52.246-25 Limitation of Liability- Services (FEB 1997)
- 52.249-2 Termination for Convenience (MAY 2004)
- 52.249-6 Termination (Cost-Reimbursement) (MAY 2004)
- 52.249-8 Default (Fixed Price Supply and Service) (APR 1984)
- 52.249-14 Excusable Delays (APR 1984)
- 52.253-1 Computer Generated Forms (JAN 1991)

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

- 1252.242-71 Contractor Testimony (OCT 1994)

1252.242-72 Dissemination of Contract Information (OCT 1994)

ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:
None.

PART III

SECTION J - LIST OF ATTACHMENTS

1. Sample Formats for Quarterly Progress Report – 1 page
2. Sample Formats for - Price Proposal Budget Summary Format – 1 page
3. Standard Form LLL, Disclosure of Lobbying Activities – 4 pages
Can be obtained at <http://www.whitehouse.gov/omb/grants/sfillin.pdf>
4. Past Performance Questionnaire – 3 pages
5. Form DOT F4220.44, Important Notice to Offerors – 1 page
6. FHWA Cost Reimbursement Billing Instructions – 5 pages

PART IV

**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 541712.
- (2) The small business size standard is 500 people.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

(please show the RFP number and closing date on the forwarding envelope)

IMPORTANT DELIVERY INFORMATION

Please note that the FHWA Office of Acquisition Management has moved to the following new location:

1200 New Jersey Avenue, SE
Mail Drop: E65-101, HAAM-40
Washington, DC 20590

NOTE: Security procedures prohibit non-uniformed couriers from delivering material directly to offices in the DOT building. Only uniformed couriers from FedEx and the United Parcel Service, who are dressed in a uniform bearing their organization's name and possessing official identification, may deliver proposals or sealed bids directly to the Office of Acquisition Management. **Bids/offers must be received by the Office of Acquisition Management by the time and date due, to be considered timely,** not just delivered to the mail room/visitor's center. To assist in expediting delivery, the outside of the envelope/package containing the offer must be marked with the completed Optional Form 17, Offer Label, available on line at <http://www.fhwa.dot.gov/aaa/forms.htm>.

Further, please be advised that all of our mail (items handled by the U.S. Postal Service) is sent out of town for scanning and irradiation prior to delivery to the building. This process can add several days to your mailing time, even from local addresses.

Please keep these factors in mind as you determine the best means to deliver your proposal so as to ensure delivery in the Office of Acquisition Management by no later than 4:00 PM (EST).

Please direct all questions to Ms. Samantha A. Reizes at email Samantha.Reizes@dot.gov or phone number (202)366-4224.

NOTE: With respect to The Procurement Integrity Act requirements regarding "proprietary information," your attention is directed to FAR 3.104-4(d)(1), (2) and (3).

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

52.204-6 Data Universal Numbering System (DUNS) Number (OCT 2003)

NOTE: Pursuant to FAR 52.215-1 (MAY 2001), subparagraph (f)(4), the Government intends to evaluate proposals and make awards without discussion 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 CO determines that they are necessary.

*******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 www.ccr.gov.

52.215-16 FACILITIES CAPITAL COST OF MONEY (OCT 1997)

- (a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in subparagraph 31.205-10(a)(2) of the Federal Acquisition Regulation are met. One of the allowability criteria requires the prospective Contractor to propose facilities capital cost of money in its offer.
- (b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government intends to award an Indefinite Delivery/Indefinite Quantity contract (with both fixed price and cost-plus-fixed-fee task orders) as a result of this solicitation. The Government anticipates that only one contract will be awarded as a result of this solicitation.

THIS REQUIREMENT IS FULL AND OPEN TO ALL SOURCES.

INSTRUCTIONS FOR PREPARATION OF PROPOSALS

NOTE: The Government's evaluation criteria are delineated in Section M, herein. Offerors are advised to carefully review Section M in preparing their proposal submissions.

NOTE: For proposal preparation purposes, the Offeror should assume an estimated award date of August 1, 2008.

NOTE: The Offeror should indicate under Volume I of the proposal the name(s) and title(s) of the person(s) who actually wrote the proposal and his/her relationship to the offering company.

PROPOSAL FORMAT

All Offerors shall submit the following:

1. RFP Section A, Blocks 12 through 18 of Standard Form 33 must be filled in as appropriate, signed and returned with the offer.
2. In addition, the Offeror must submit an original and an electronic copy of the proposal volumes to Samantha.Reizes@dot.gov.

Proposal Submittal Location

The original proposal shall be submitted to the following address.

Mailing Address: Federal Highway Administration
Office of Acquisition Management
1200 New Jersey Ave., SE
HAAM-40D, Mail Stop E65-101
Washington, DC 20590
Attn: Samantha Reizes

VOLUME I - “TECHNICAL PROPOSAL” This volume shall consist of three parts:

The combined total page count of Volume I shall not exceed 40 pages including text, figures, tables, resumes and appendices. A Title Page and/or a Table of Contents will not be counted against the 40 pages limit. In the event an Offeror exceeds the 40 pages limitation, the Government will evaluate only the first 40 pages of the proposal.

VOLUME II - “BUSINESS AND COST/PRICE PROPOSAL.” This volume shall be bound separately from VOLUME I and contains two parts.

The format of the above proposal volumes shall be as follows:

1. Proposals 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.

2. 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.
3. Text shall be printed using a font size no less than 12 cpi.
4. Page margins shall be a minimum of 1 inch top, bottom and each side.
5. No cost/price data shall be included in VOLUME I.

It is envisioned that the desired awardee will be made up of a team of experts who jointly possess the depth and breadth of resources that would satisfy this solicitation's needs in all areas including a demonstration of a level of commitment.

VOLUME I - TECHNICAL CAPABILITIES

PART I - TECHNICAL PROPOSAL

A technical dissertation describing in detail how you would proceed if awarded a contract. Include the following elements in your technical proposal (see also the statement of work and the technical evaluation criteria):

1. Technical approach and description to be used for coordinating and conducting the tasks identified in Section C.
2. Address how you would proceed on task orders (including cost proposal), as well as provide a technical discussion of the other potential task orders identified in the RFP. Your proposal shall contain the level of effort anticipated from each staff member/consultant, and a sufficient indication of time availability or quick access over the next 5 years. Note: Offers shall address each task order by number or letter that corresponds with the numbers or letters Statement of Work found in Section C.
3. The contractor shall identify and submit a detailed workplan that includes a management approach adequate for supporting the execution and performance of any Task Orders subsequently issued by the Government. The management approach portion of the workplan should include the following topics: (a) timeliness and efficiency in returning Government requests (b) developing and initiating the first two task orders; (c) negotiating and awarding subcontracts; and (e) taking other reasonable, administrative steps necessary to begin the technical work required under this contract.
4. The Government will evaluate the qualifications of the Offeror's proposed Task Order management process; including management and assignment of projects, clerical work, issuance of status reports, meetings, back-up points of contact, and methodology for the coordination and delivery of products.

PART II – STAFFING PROPOSAL

The Staffing Proposal shall consist of a clear description of the proposed staff's qualifications as they relate to the key specified positions and to the performance of this contract. Provide the names of all personnel and the positions they will occupy as related to this project. The estimated professional and technical staffing shall be provided in staff-hours. Resumes of key personnel shall also be included. The resumes shall clearly identify and describe the individual's education, experience and length of service with the company as it relates to the performance of this contract and the desired qualifications identified for that individual's Labor Category. Provide evidence that all key personnel are available and committed to fulfill the annual estimated level-of-effort requirements specified for their labor category.

Skill Requirements for Labor Categories

Program Manager: The Program Manager (PM) shall be responsible for overall management of the contract, including quality assurance for all products delivered to the government and availability of resources to complete all task orders. The PM should have experience in successfully managing at least two completed projects comparable to this project in size and content. The PM should have a minimum of 10 years of experience in human factors-related and/or transportation-related research and development. The PM shall have demonstrated success in keeping programs involving multiple subcontractors on schedule and within budget, and in providing high quality products meeting the sponsor's expectations. Depending on the nature of the tasks, the PM may be required to dedicate up to 40% of total annual labor hours over the period of performance to manage the contract, and shall be available for communications and presentations to the government concerning program management. The person shall have demonstrated experience in managing a large, multi-disciplinary team of human factors and engineering professionals. This person shall serve as the main contact with the COTR in all technical contract activities, and shall be responsible for allocation of contract resources to meet the requirements of the contract. This person shall be an experienced manager, having a technical background with a proven record of getting high quality work completed on or ahead of time.

Principal Investigator: The Principal Investigator (PI) shall be responsible for overall technical direction and supervision of task leaders on all tasks under the contract. The PI should have at minimum a Masters degree or an equivalent combination of education and experience in a field applicable to Human Factors Psychology and/or Engineering, and demonstrated success through a progressively responsible experience in human factors or transportation-related research and development. This experience shall include technical leadership of significant research and development work. Depending on the nature of the tasks, the PI may be required to dedicate up to 75% of total annual labor hours over the period of performance to technical leadership of the

contract, and shall be available for communications and presentations to the government concerning technical progress and results.

Senior Level Psychologist (Senior/Key Task Professional) - The desired requirements for the senior level psychologist position(s) include:

1. A Ph.D. in experimental psychology or human factors engineering with a minimum of four years of demonstrated experience in research specific to the highway transportation-human factors field including highway safety and ITS.

(Highway transportation, as used here, implies an understanding and command of the basic engineering terminology and theories, including but not limited to accident and safety analysis, roadway design, traffic signal operations, traffic control devices, highway operations, driver behavioral characteristics, and modeling of driver behavior. Researchers working on this effort must understand these principles to properly relate to FHWA's customers and their needs.)

2. Demonstrated skill and extensive experience in:

- a. managing and supervising subordinate personnel,
- b. developing and reviewing complex research programs,
- c. managing and reviewing research contract activities,
- d. reviewing and evaluating research proposals,
- e. interfacing with Government technical and business personnel,
- f. communicating technical information to technical as well as non-technical audiences,
- g. designing experiments and carrying out statistical analyses,
- h. providing technical and administrative support in developing Government programs and budgets
- i. responding efficiently to task order proposal requests for Government procurement activities.

Mid-Level Psychologist (Mid-Level Professional/Technical Staff) - The desired requirements for the mid-level psychologist position(s) include:

1. A Ph.D. in experimental or human factors psychology and a minimum of two years of demonstrated experience in research specific to the highway transportation human factors field or a Masters degree in experimental or human factors psychology and a minimum of two years of demonstrated experience in highway and traffic engineering.

(Highway and traffic engineering, as used here, implies an understanding and command of the basic engineering terminology and theories, including but not limited to, accident and safety analysis, roadway design, traffic signal operations, traffic control devices, highway operations, driver behavioral characteristics, and modeling of driver behavior. Researchers working on this

effort must understand these principles to properly relate to FHWA's customers and their needs.)

2. Demonstrated skill and extensive experience in:
 - a. designing and conducting basic and applied research studies,
 - b. supervising subordinate personnel,
 - c. designing data collection procedures and assuring quality control in data collection,
 - d. performing statistical analyses using computer packages,
 - e. interpreting the results of statistical analyses,
 - f. preparing research reports and summaries of ongoing research activities,
 - g. preparing and reviewing research plans,
 - h. monitoring the progress of ongoing research projects.
 - i. assisting in development of research programs.
 - j. researching thorough literature reviews and summarizing technical information,

Junior Level Psychologist (Junior Level Staff) - The desired requirements for the junior level psychologist position(s) include:

A Masters degree in experimental psychology or human factors engineering and a minimum of one year demonstrated experience in research specific in highway and traffic engineering or a Bachelor's degree in psychology and a minimum of two years of experience in research specific to highway and traffic engineering. Researchers at this level work under the guidance of higher level professionals.

(Highway and traffic engineering, as used at this level, implies only an introductory understanding of engineering terminology and theories, including but not limited to, accident and safety analysis, roadway design, traffic signal operations, traffic control devices, highway operations, driver characteristics, and car-following behavior.)

2. Demonstrated skill and experience in:
 - a. designing and conducting basic and applied research studies,
 - b. designing data collection procedures and assuring quality control in data collection,
 - c. performing statistical analyses using computer packages,
 - d. interpreting the results of statistical analyses,
 - e. preparing research reports and summaries of ongoing research activities,
 - f. performing thorough literature reviews and summarizing technical information.

Highway/Traffic Engineer (Other Senior Professional/Technical Staff) - The desired requirements for the traffic engineer position(s) include:

1. A Masters degree in Civil Engineering with a concentration in Traffic/Transportation

Engineering and no less than three years of experience in highway related research with significant participation in human factor research related to the highway design and/or operations.

(Significant human factors research implies the researcher has an introductory understanding of driver behavior characteristics, experimental design and analysis, and human centered design approaches.)

2. Demonstrated skill and experience in:
 - a. applying human factors findings to highway design recommendations.
 - b. performing operational analyses of proposed changes to highway design recommendations.
 - c. reviewing human factors documents to assure that traffic engineering aspects are appropriately addressed.

Electronics Technician (General Support Staff) - The desired requirements for the electronics technician position(s) include:

1. An associate's degree in electronics and at least two years of demonstrated experience in setting up and using laboratory equipment.
2. Demonstrated skill and experience in:
 - a. developing, evaluating, testing and maintaining complex electronic instrumentation equipment;
 - b. interfacing with users of laboratory systems;
 - c. assisting with setting up programs for computer control of experimental equipment;
 - d. assisting with scheduling subjects, collecting data, and data reduction.

Programmer (Computer Support) - The desired requirements for the programmer position(s) include:

1. A degree in computer science, electronics or a related field and at least four years of demonstrated experience in setting up and using laboratory equipment.
2. Demonstrated skill and experience in:
 - a. developing software for human factors applications;
 - b. interfacing with users of laboratory systems;
 - c. interfacing hardware and software for data collection and experimental control.

Graphics Operator (General Support Staff) - The desired requirements for the graphic operator position(s) include:

1. Demonstrated experience in full-time utilization of sophisticated static **PC** based graphics systems.
2. Demonstrated skill and experience in:
 - a. using a variety of computer based graphics hardware systems and software packages;
 - b. producing higher order graphics, including: Microsoft Word slides, digitized slides (and modifications thereof), statistical graphics and organizational charts;
 - c. producing precisely scaled version of user specified images to be used as stimuli in human factors highway related studies;
 - d. conducting face-to-face interactions with users of graphics service facility;
 - e. independently scheduling jobs and logging and producing reports on graphics facility production.

Marketing Professional (Other Senior Professional/Technical Staff) - The desired requirements include:

1. A Bachelor's degree in Marketing or related program and demonstrated experience in transportation related marketing activities.
2. Demonstrated skill and experience in:
 - a. identifying implementation needs and working with other professionals to integrate overall implementation activities, with particular emphasis on incorporating human factors findings in overall system goals;
 - b. developing and executing implementation plans for transportation research findings including: identifying end users/customers, identifying methods and means for information dissemination; seeking out creative implementation opportunities; developing marketing materials and developing budgets for implementation activities; and
 - c. organizing trade exhibits at conferences; working with federal and private organizations to develop publications, posters, brochures and other related marketing materials; setting

up and monitoring activities for development of other marketing materials (video production, photography, etc.).

Administrative Assistant (General Support Staff) - The minimum requirements for the administrative assistant position(s) include:

1. Demonstrated experience participating in business aspects of a research organization.
2. Demonstrated skill and experience in:
 - a. participating in Government procurement activities;
 - b. monitoring cost and scheduling information;
 - c. preparing and reviewing business documents;
 - d. making arrangements for local technical meetings;
 - e. coordinating meeting activities;
 - f. developing maintaining computer files to easily track ongoing activities in the broad FHWA human factors program.

Research Graduate Assistant(s) (Researchers/Technical Writers) - The desired requirements include:

1. A Bachelors degree in Psychology or an equivalent field and demonstrated experience in highway and traffic safety research.
2. Demonstrated skill and experience in:
 - a. independently conducting literature reviews and assisting in summarizing technical information;
 - b. participating in designing and conducting human factors studies related to the highway and traffic safety research;
 - c. independently performing human factors data collection activities including subject procurement, scheduling, and preparation, field and laboratory data collection, and subject debriefing;
 - d. independently carrying out instructions of senior research team members with minimal supervision;
 - e. maintaining logs and experimental notes;
 - f. setting up and operating experimental equipment;
 - g. writing draft versions of technical research reports and summaries.

Other than-Key Personnel. After contract award, the Government will identify hours and skills of senior technical and of other technical staff for each task order. The contractor shall provide

senior technical, technical, and support staff appropriate to each task order. For each task order, the contractor shall supply to the government the names of senior technical and technical staff, their hours to be dedicated to the task, and their qualifications. The government will review the submitted senior technical and technical staff for appropriateness, according to the guidelines presented below, and may request substitutions to meet the guidelines. The contractor may not substitute staff nor substantially change their hours dedicated to each task unless requested or approved by the Government. In addition to the previously identified labor categories the following skills and skill levels may also be needed and are desired:

Technical Staff Team Skills. The government may require any or all of the attributes listed under a required skill. These skills may be supplied by multiple staff having parts of the specified skills.

1. Transportation Operations and Intelligent Transportation Systems (ITS): The planning and specification of communications, information and control systems in the following functional categories:

- a) **Advanced Traveler Information Systems** that acquire, analyze, communicate and present information to assist travelers.
- b) **Advanced Traffic Management Systems** that apply technologies to increase the efficiency of vehicle movement.
- c) **Advanced Public Transportation Systems** that use technology to increase the reliability, productivity, user service and ridership of public transportation.
- d) **Commercial vehicle Operations** that use technology to regulate and expedite highway freight by identifying, clearing, weighing, charging and guiding trucks.
- e) **Advanced Vehicle Control Systems** that increase vehicle safety through crash prevention and increase vehicle throughput by automatic regulation of vehicle operation.
- f) **Enhanced Transportation System Operations and Maintenance** that uses technology to increase the efficiency and effectiveness of highway and public fleet operations and maintenance.

2. Systems Engineering: The ability to define requirements from multi-perspective user operational needs, and translate those requirements into a multi-level detailed and multi-perspective representation (also known as an “architecture”) of an operating information, communication and control system. This includes engineering of the interface of vehicle and transportation system operators, with ITS computer, computer control, communications and database systems, in order to enhance usability, safety and efficiency. Integration of operator

with system components, including but not limited to traffic operations issues, message information content, and interface design.

3. Transportation Planning: The ability to analyze the performance of all modes of surface transportation in complex network contexts, formulate operational and capital improvement alternatives to improve performance, and evaluate those alternatives by simulation and other means.

4. Statistics/data analysis: The ability to define and identify various data needs, appropriate sources, and then apply the appropriate statistical analysis techniques. This includes the ability to determine statistical significance and identify possible causality relationships. Includes experience with various statistical analysis packages such as Statistical Analysis System (SAS) and Statistical Packages for Social Sciences (SPSS). Includes the ability to take data from various sources such as databases or raw survey returns and develop a data framework conducive to various cross tabulations, a statistical analysis plan, and provide the data in a format conducive to future statistical analysis.

5. Transit planning: The ability to analyze the performance of fixed route, demand-responsive and para-transit operations, formulate operational and capital improvement alternatives to improve performance, and evaluate those alternatives by simulation and other means.

6. Traffic Engineering: The ability to analyze the performance of roadway links, intersections and limited networks, and to design ITS and other operational systems or capital improvements to improve throughput and safety performance cost-effectively with respect to environmental and other constraints.

7. Highway Safety Engineering: The ability to relate highway crash data to characteristics and interactions of the roadway, roadway environment, vehicle operator and vehicle, and to design ITS remedies that will reduce crash frequency and severity.

8. Standards Development: Participation in an activity under a recognized standards development organization (SDO), to draft a standard for any system relevant to ITS.

9. Technical Training & Outreach: The ability to compose multi-media materials that successfully educate a wide variety of potential ITS users, planners, operators and policy makers on the rural ITS program, technologies and deployment techniques.

10. Computer Programming: The ability to translate various procedures and processes into computer code. This includes the ability to program in multiple languages and on various platforms.

Support and Production Staff Team Skills. The following skills may be distributed among technical staff, but shall also be allocated to support and production staff to minimize labor costs (generally listed in descending order of importance):

Junior Staff: The ability to perform intelligently and efficiently a specified technical task under the direction of technical staff.

Researcher/Technical Writer: The ability to interpret results of technical research or projects, and present them in written material in a way that concisely and clearly conveys the results to a variety of readers.

Computer Support: The ability to use a wide variety of commercial software products for analysis and documentation. Includes use of software for word processing, desktop publishing, website creation, spreadsheets, statistical analysis, graphical presentations, e-mail, etc.

General Support: The ability to turn products of technical staff into documents and presentations of specified formats and high quality, and to distribute them promptly to mailing lists of reviewers and participants.

Staff Qualifications

Senior Technical Staff Team Qualifications Other than Key Personnel already specified, each staff person qualifying as senior technical staff in a specified skill area should have, as a minimum, the following qualifications:

Education: A masters' degree from an accredited institution in a field of relevance to the skill area; and,

Experience: Ten (10) years of progressively responsible, professional experience, including task management, in the skill area.

Technical Staff Team Qualifications Each staff person qualifying as technical staff in a specified skill area should have, as a minimum, the following qualifications:

Education: A bachelors' degree from an accredited institution in a field of relevance to the skill area; and,

Experience: Five (5) years of progressively responsible, professional experience in the skill area.

Support Staff Qualifications. Each staff person qualifying as support staff in a specified skill area should have, as a minimum, the following qualifications (generally listed in descending order of importance):

Junior Staff:

Education: A bachelors degree from an accredited institution in a field of relevance to the skill area of assigned projects.

Researcher/Technical Writer:

Education: An associate degree in the skill area; and,

Experience: Two (2) years of professional experience in the skill area.

Computer Support:

Education: An associate degree, or various accredited certifications in the skill area; and,

Experience: Two (2) years of professional experience in the skill area.

General Support:

Education: An associate degree in the skill area; and,

Experience: Two (2) years of professional experience in the skill area.

NOTE: To enhance flexibility in filling any of the staffing positions with candidates who possess unique or market-scarce qualifications, years of experience can be substituted for years of education, or vice versa, on a one-for-one basis, for all positions. Each such substitution must be identified, clearly described, and justified. Assume two years of education at the graduate level for a Masters degree and three additional years for a Ph. D. degree.

In addition, each offeror shall provide/briefly discuss the following:

- a. Your intentions for providing staff other than key personnel, identifying the education and experience qualifications for each labor category being proposed and not identified as key personnel;

- b. A matrix outlining staff resources by task area and showing each individual's availability with respect to his or her overall time commitment for all other projects;
- c. Your proposed Task Order management process;
- d. Your available facilities and ability to attend meetings on Government premises on short notice.

ESTIMATED LEVEL OF EFFORT

The Government's maximum level of effort by labor category is shown below. Due to the uncertain nature of Task Orders that may be issued under this contract, you are directed to propose the direct productive labor hours listed below. The Government's estimate of hours contained below constitutes the maximum anticipated level of effort for this contract. The actual level of effort will be determined during contractor performance through the issuance of Task orders. Direct productive labor hours are defined as actual labor hours exclusive of vacation, holiday, and sick leave.

Disciplines	Base Year	-----Optional Years-----					Total
	Year 1	Year 2	Year 3	Year 4	Year 5		
	Hours	Hours	Hours	Hours	Hours	Hours	
Program Manager	435	550	625	675	740	3025	
Principal Investigator	830	1210	1355	1540	1720	6655	
Senior/Key Task Professionals	1575	2390	2730	2970	3440	13105	
Other Senior Professional/Tech Staff	660	990	1100	1230	1430	5410	
Mid-Level Professional/Technical Staff	770	1260	1390	1530	1780	6730	
Junior Level Staff	710	1160	1290	1420	1650	6230	
Researchers/Technical Writers	660	1080	1200	1340	1560	5840	
Computer Support	160	260	290	320	380	1410	
General Support Staff	350	570	680	780	910	3290	
TOTAL	6150	9470	10660	11805	13610	51695	

Key Personnel

Each offeror shall designate its proposed Key Personnel on a Task-by-Task basis, except for the Program Manager. An offeror's Program Manager will be assigned to each and every Task Area found in Section C. For each Task Area, the offeror shall designate at least one person as Key Personnel, *in addition to* the Program Manager and Principal Investigator. Each offeror shall base its Key Personnel and its non-key personnel tasking designations on the Task Areas set forth in the RFP's Statement of Work, and on the following staffing descriptions. *If* an offeror finds a need to propose any individual possessing expertise *other than* the expertise identified below in the staffing requirements, then the offeror shall *identify* such additional need and shall explain *why* that expertise and that individual are *required* in relation to the specific lettered Task(s) to which such individual is assigned.

PART III - PAST PERFORMANCE

In the original proposal, include a minimum of three completed Past Performance Questionnaires by the Offerors customers (See Section J, Attachment 4).

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 CO will consider such performance information along with other factors in determining whether the Offeror 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.

VOLUME II - BUSINESS AND COST/PRICE PROPOSAL

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

PART I - COST/PRICE INFORMATION

Your cost or price proposal shall be specific, complete in every detail, and separate from your technical and staffing proposals. Cost figures must not be shown in the forwarding letter or in the technical or staffing proposals.

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

OFFER – SF-33: Blocks 12 through 18 of Standard Form 33 (Page 1 of this RFP) must be filled in as appropriate, signed and returned with the offer.

NOTE: Offeror's DUNS number and TIN number shall be included on page 1 of the RFP.

NOTE: For pricing purposes, offerors shall assume that all task orders under the contract will be issued on a cost-plus fixed fee basis.

Small Business Subcontracting Plan

As prescribed by FAR 52.219-9, since the total contract price is expected to exceed \$500,000, the offeror shall include a statement in its offer relative to subcontracting opportunities under the proposed contract. The offeror shall state that there will be subcontracting, or that the offeror has determined that all work will be done in-house. If there will be subcontracting opportunities, the offeror shall submit with its proposal, a subcontracting plan as prescribed in FAR 52.219-9. If it is determined there will not be subcontracting opportunities, the offeror shall submit with its proposal, a statement of circumstances supporting this determination.

All subcontracting plans and statements supporting the absences of subcontracting opportunities must be acceptable to the Contracting Officer. Failure to submit and negotiate an acceptable subcontracting plan or a statement supporting the absence of subcontracting opportunities shall render the offeror ineligible for award of a contract. The subcontracting plan will become part of the contract.

Standard Form LLL

Disclosure of Lobbying Activities must be completed and submitted as a part of your cost/price proposal. The Form as revised in 1997 is available at:

<http://www.whitehouse.gov/OMB/grants/index.html> under the forms section.

COST OR PRICE PROPOSAL

A. General.

1. The Offeror shall submit a budget summary for the entire 60 months contract period of performance and a separate summary for each year of the project. Budget summaries shall clearly identify the following information as applicable:

a. **Labor Rates** - Direct labor-by-labor categories to include hour, rates and escalation. Anticipated promotions for any personnel shall be included with the escalation calculation. The annual direct labor escalation rate and its basis shall be clearly stated with the proposal. Discuss your proposed rate as compared to historical experience and include when and how escalation will be calculated/implemented. State the number of any additional direct labor (new hires) that will be required during the performance period of this acquisition.

NOTE: Offerors must relate labor categories to the Government labor categories described above.

b. **Productive Hours** – Detail how you define “direct productive hours” and how vacation, sick and other types of leave are accrued, accounted for, and charged.

c. **Indirect Rates** – Discuss your proposed rates for all years. Identify all the various specific indirect rates including what they are (pool and base), and what they are based on (e.g., labor overhead based on direct labor dollars) and how they are applied/calculated.

Offerors must provide dollar values as well as percentages. What will the impact be to your indirect rates if awarded this contract?

d. **Subcontracting/Consultants:** If subcontractors and/or individual consultants will be used in carrying out the requirements of this project, the following information concerning the Subcontractor shall be furnished:

(1) Name and address of the subcontractor or consultant.

(2) Identify the individual’s name, positions and the portion of work to be conducted by the subcontractor or consultant.

- (3) Cost/price proposal (with supporting information as necessary).

NOTE: Prime Contractors/Offerors are responsible for performing a cost/price analysis on all their proposed subcontractors/consultants in accordance with FAR 15.404-3. *A cost/price analysis report must accompany each named subcontractor/-consultant as defined at FAR 15.404-3.*

- (4) A letter or other statement from each proposed consultant and/or subcontractor indicating that they have been approached on the matter of participation in this project and are willing and able to do so in the terms indicated.

- e. Other Direct Costs: Offerors must provide a breakout of Other Direct Costs by category (travel, equipment, etc.)

Other Division: If other divisions, subsidiaries, a parent or affiliated companies, will perform work or furnish materials under this proposed contract, please provide the name and location of such affiliate and your inter company pricing policy.

Right of Examination: By submitting your proposal, you, if selected for negotiation, grant the CO or an authorized representative the right to examine those books, records, documents, and other supporting data that will permit adequate evaluation of the proposed price. This right may be exercised at any time before award. The FHWA may use an independent Contractor for cost and price analyses.

NOTE: A budget summary shall be submitted for each year of the contract period and for the entire 60 months period in its entirety (see Attachment 2).

PART II - 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. If no Federal audit has taken place, data supporting the proposed rates over the past three years must accompany the cost proposal. The data shall include a breakdown of the items comprising overhead and G&A, and the base upon which the burdens are computed.

- 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.
- g. Attach a current financial statement, including a balance sheet and income statement for the last completed fiscal year. Specify resources available to perform the contract without assistance from any other source. If sufficient funds are not available, indicate the amount required and the anticipated source (i.e., bank loans, letter or lines of credit, etc.).

NOTE: The Offerors shall provide the information requested and described above under Volume II -Business and Cost/Price Proposal.

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 CO (addressed as follows) by obtaining written and dated acknowledgment of receipt from Mr. Frank Waltos, HAAM-10, Mail Stop E65-101, 1200 New Jersey Ave., SE, 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 REGULATIONS (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 CO will make their full text available. The Offerors is cautioned that the listed provisions may include blocks that must be completed by the Offerors and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offerors may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://www.arnet.gov/far> or <http://www.dot.gov/ost/m60>.

52.215-1 Instruction to Offerors-Competitive Acquisition (JAN 2004)

52.215-8 Order of Precedence Uniform Contract Format (OCT 1997)

I. DEPARTMENT OF TRANSPORTATION ACQUISITION REGULATION (48 CFR CHAPTER 12) SOLICITATION PROVISIONS

52.252-3 ALTERATIONS IN SOLICITATION (APR 1984)

Portions of this solicitation are altered as follows: None.

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

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

SECTION M - EVALUATION FACTORS FOR AWARD

The Government's source selection decision will be based on the following four factors listed in order of descending importance: (A) Technical; (B) Cost/Price; and (C) Past Performance. 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, each of the four factors considered.

A. Technical

The technical proposal will be evaluated based on the following criteria listed in order of descending importance.

Evaluation Criteria

1. Offeror's responsiveness to the technical requirements of the RFP
 - a. Demonstrated completeness, thoroughness, and adequacy of the discussion of work to be performed in Tasks A-F.
 - b. The extent to which the offeror demonstrates an overall understanding of the program and its objective. This includes understanding of the challenges and benefits, validation and technical transition.
2. Offeror's indication of sufficient resources
 - a. The extent to which the proposed "Key" and "Other than Key" personnel demonstrate the professional competence to support the program objectives.
 - b. Demonstrated adequacy of the offeror's facilities and equipment to support the HCST in the planning, development and conduct of activities within the highway safety, highway operations and special projects program areas.
3. Offeror's management approach
 - a. Demonstrated understanding and ability to handle all aspects of the management in a timely and efficient manner including: management and assignment of projects, clerical work, issuance of status reports, meetings, back-up points of contact, and methodology for the delivery of products.

B. Cost/Price

In addition to the criteria listed above, relative cost will be considered in the ultimate award decision. Cost/price proposals will be analyzed to assess realism and probable cost to the Government. The proposed costs may be adjusted, for the purpose of evaluation, based upon the results of the cost realism assessment.

C. Past Performance

The Government will evaluate the relevant merits of each offeror's past performance on the basis of its reputation with its former customers. The Government may review all or some of the following areas regarding past performance. The lack of a performance record may result in an unknown performance risk assessment, which will neither be used to the advantage or disadvantage of the offeror.

- Timeliness;
- Delivery or Performance;
- Problem Responsiveness;
- Quality of Purchased Product or Services;
- Cost Control;
- Technical Support; and
- Delivered Quantities.

In evaluating Past Performance, the Government may consider information provided by offerors in their proposal submissions, as well as any other information available to the Government.

BASIS FOR AWARD - Relative Importance of the Evaluation Factors.

The Government's award decision will be based on evaluation of the following factors listed in descending order of importance:

- (A) Technical
- (B) Cost
- (C) Past Performance

When combined, Technical and Past Performance are significantly more important than Cost.

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate Offerors for award purposes by adding the total price for all

options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).