

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 31
2. CONTRACT NUMBER	3. SOLICITATION NUMBER DTFH61-07-R-00137	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED	6. REQUISITION/PURCHASE NO. 41-12-07001
7. ISSUED BY Federal Highway Administration Office of Acquisition Management 1200 New Jersey Avenue, SE (W36-455) Washington, DC 20590		CODE	8. ADDRESS OFFER TO (If other than Item 7)		

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

SOLICITATION

9. Sealed offers in **original and 4 copies** for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in **1200 New Jersey Avenue, SE (W36-455)** until **3:00 p.m.** local time **August 21, 2007**.

THIS IS A FULL AND OPEN COMPETITION REQUIREMENT

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

10. FOR INFORMATION CALL:	A. NAME Lorraine Wilson	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS Lorraine.Wilson@dot.gov
		AREA CODE 202	NUMBER 366-6010	EXT.	

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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 <i>(See Section I, Clause No. 52.232-8)</i>	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
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14. ACKNOWLEDGMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):</i>	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
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15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
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AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
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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 SHOWN IN (4 copies unless otherwise specified)	ITEM
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24. ADMINISTERED BY (If other than Item 7) CODE	25. PAYMENT WILL BE MADE BY CODE
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26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA <i>(Signature of Contracting Officer)</i>	28. AWARD DATE
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IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

AUTHORIZED FOR LOCAL REPRODUCTION

Previous edition is unusable

STANDARD FORM 33 (Rev. 9-97)

Prescribed by GSA - FAR (48 CFR) 53.214(c)53.214(c)

PART I

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

The Contractor shall furnish all necessary facilities, materials, and personnel and shall perform all services required to conduct a study entitled “Optimization of and Maximizing the Benefits from Pavement Management Data Collection”, in accordance with Section C below.

CLIN (contract line item number)	Description	Cost	Fixed- Fee	Estimated Total
0001	Research & Analysis services, to include labor, travel, and material			

All travel shall be authorized in advance by the Contracting Officer's Technical Representative (COTR), and shall be reimbursed in accordance with the Travel and Per Diem clause (reference Section G).

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

BACKGROUND

Pavement Management

Over the last three decades, Pavement Management Systems (PMS) have become the chosen and preferred tool for optimally managing and preserving pavements. With this has come the transition of addressing pavement needs based on worst first to lowest-life-cycle-cost (LLCC). A major component of a Pavement Management System is the regular monitoring of pavement condition to evaluate how a pavement section is performing over time and to determine when preventive and/or rehabilitative action should be taken to optimally preserve that section. While improved design procedures have significantly reduced the guesswork out of how to design a pavement section for the intended traffic and environmental conditions, construction and material variability and other uncertainties still contribute to significant variability in performance of similarly designed pavement sections and regular monitoring of pavement section is required for evaluating current condition and future performance. Borrowing a term from soil mechanics, this is the “let the pavement speak for itself” approach in the absence of perfect information. Specifically, regular monitoring of pavement condition and performance prediction is required for:

1. Determining optimum timing for rehabilitation to preserve pavement structure (LLCC for agency cost).
2. Determining optimum timing for rehabilitation to preserve functional aspects of the pavement (user impacts – vehicle operating cost, comfort, safety).
3. Developing performance models for use in predicting optimum timing for rehabilitation, benefit/cost analysis and network level optimization under constraint funding.
4. Meeting data needs for pavement design, forensic studies and national activities.

There are three key aspects to an effective PMS. These are:

- Accurate and complete inventory of the pavements, including construction history.
- Regular, complete, consistent and accurate pavement condition data collection (monitoring) program.
- Performance models for predicting structural (or surrogate) and functional conditions and selection of rehabilitation strategies to achieve lowest life cycle cost.

Pavement Condition Data Collection

Pavement condition data collection has been an integral part of pavement management systems since its origin and has evolved with the technological advances in data collection equipments and computers. In fact pavement data collection preceded pavement management systems and can be even considered one of the driving forces behind pavement management to store and analyze this data. Pavement data collection started with transportation agencies developing their own procedures either entirely on their own or modeled after others and significant variation existed among agencies on what, how and where the data is collected. However, national level data collection protocols evolved due to the need to compare and contrast pavement condition and performance across agencies, SHRP's LTPP data collection, and the development of automated pavement condition data collection systems and contracting out data collection services to private sector. The most recent activity in this regard is the development of a series of AASTHO Provisional Standards for the measurement of pavement cracking, roughness and rutting.

While the AASTHO Provisional Standards have defined a consistent and uniform basis for collecting and reporting pavement condition data focusing on commonly collected pavement condition data items, it did not evaluate or provide guidance on the optimum set of data items that should be collected or the frequency of collection to meet the needs of pavement management systems. In fact, there have been no documented studies that evaluated the pavement condition data items and the collection in light of:

1. Optimum set of pavement condition data items for an effective pavement management system.
2. Evolving technologies and possibility of new data items such as network level deflection measurements using Rolling Wheel Deflectometer (RWD).
3. Optimum frequency of data collection.
4. Accuracy that should be achieved for reliable PMS analysis and decision-making.

A fundamental part of this evaluation is the cost of data collection and the benefits. Of particular interest is the evaluation of incremental cost of additional pavement condition data items or increasing the frequency of data collection versus the incremental benefits.

Another issue facing many state highway agencies (SHA) is the survey of a single lane to represent the condition of the entire roadway. It has been the practice as well as the recommendation of the AASHTO protocols to survey one lane, generally the outside lane, in each direction for divided highways and one lane for undivided highways. The rationale has been that the lane surveyed provides a cost effective representation of the entire roadway and if there are differing conditions, most likely the outside lane is in more distressed condition due to more truck traffic on this lane. While this is the norm, there are exceptions and the exceptions are becoming an issue that needs to be addressed. The exceptions are typically on heavily

traveled roadways and interstates that make this issue even more critical. The exceptions are mostly due to:

- 1) Addition of lanes to improve capacity that changes the uniformity of structure across the roadway.
- 2) Lane specific rehabilitation due to uneven deterioration of lanes or lack of funding. A common example is the dowel bar retrofitting of outside lanes of JPCP pavements. Following DBR, interior lanes are most likely to deteriorate faster and be in poorer condition.

While it is not cost effective or recommended that all lanes be surveyed, some guidance on addressing the exceptions are needed. In addition, ramps are not typically surveyed or included in SHA's PMS. However, ramps in urban areas and major interchanges can be significant both in terms of urban mileage and economical investment and best practices or guidance on how to address them within PMS framework is needed.

Performance Models and Lowest Life Cycle Cost

Performance models are an integral part of any pavement management system. Performance models are also an integral part of pavement design. However, these two models have historically been different – while pavement design models utilized material properties and mechanistic-empirical relationship to predict performance, performance models used in pavement management systems have been mostly empirical in nature and attempted to use monitored pavement condition to predict performance with limited use of structural properties (primarily thickness and/or pavement type) to primarily select an initial model class. Since pavement performance monitoring serves as a feedback loop for the pavement design and complement the empirical aspects and uncertainties inherent in pavement design and construction, one could argue that pavement design and pavement management performance models should be the same and adaptively calibrated through pavement performance monitoring that is part of pavement management. While this is preferred, until the incorporation of materials and construction data in pavement management system or the integration of material management system and construction management system with pavement management system, may not be practicable for most agencies. In addition, while pavement design can readily utilize new methods and technology for new designs, pavement management has to use a consistent method for all pavements in the network, those that were designed with different assumptions, methods and technology spanning several years. However, there is a need to move towards consistent performance models in pavement design and pavement management that ultimately will complete the feedback loop of pavement design, materials, construction and pavement management.

Pavement preservation became a topic in the 1990s and was identified as the cost effective approach to control the future condition of pavement networks. Since then, most agencies have transitioned from the traditional “worst-first” method of rehabilitating pavements to pavement preservation by applying the “right treatment on the right pavement at the right time” minimizing the life cycle cost of preserving pavements while improving the condition of overall network and the satisfaction of highway users. Pavement management systems plays an important role in determining the “right treatment on the right pavement at the right time” to minimize the life cycle cost. At the project level, the optimal treatment and timing is determined by considering the long-term agency costs and user benefits to maintain the section at or above acceptable functional and structural condition. At the network level, the optimal treatment and timing for

all pavement sections that constitute the pavement network are determined by network level optimization of the entire network constrained by funding.

In concept, the “right treatment for the right pavement at the right timing” should be selected by applying lowest life cycle costs principles but most agencies are following indirect or subjective approaches. For example, some agencies use a decision tree in selecting the appropriate treatment based on one or more condition indices and other classification parameters and while others use the concept that there is a timing window of opportunity to apply preservation treatment to minimize LCC while maximizing benefits. However, there has been no documented analysis of looking at the actual costs of various treatments in terms of agency costs and user benefits, timings and effectiveness to quantify or validate these approaches. Methods are needed that comprehensively guides the determination of “right treatment for the right pavement at the right timing.”

While most agencies have adopted pavement preservation and it is claimed to have resulted in reduced agency costs and increased user benefits, there is no direct proof to claim. Often agencies demonstrate the benefit by the overall improvement in network condition over the years. While the improvement in overall network condition is testimony to better decisions in maintaining our pavements, particularly in light of shrinking funds and increasing demand, a number of factors contribute to this including better materials, improved design and construction practices and pavement preservation. Continued support for pavement preservation requires that methods be available or developed to demonstrate the benefits of pavement preservation and the consequence of not doing so in unambiguous, quantitative terms. With SHAs moving from managing the various transportation assets independently to a total asset management concept, pavement management systems should have the ability to quantify the cost effectiveness of pavement preservation strategies. This will support the trade off analysis and decision-making and its sustainability among competing demands.

DELINEATION OF CONTRACTOR TASKS

- Task 1: Recommendation of optimum set of pavement condition data items, frequency of data collection and accuracy for an effective pavement management system.
- Task 2: Develop best practices and guidelines to integrate design, material and construction information within pavement management system.
- Task 3: Recommend procedures to guide the selection of optimum timing and treatment for a pavement section to achieve lowest life cycle cost.
- Task 4: Recommend procedures to comprehensively quantify the effectiveness of pavement preservation program at the network level.
- Task 5: Final Report.
- Monthly Progress Reports.

Each of the above tasks is described in further detail in the following sections.

TASK 1

Identification of optimum set of pavement condition data items, frequency of data collection and accuracy for an effective pavement management system

The Contractor shall evaluate the state of the practice in pavement condition data collection and make recommendation for a set of optimum pavement condition data items, frequency of data collection and accuracy for an effective pavement management system to meet the needs discussed earlier, including the application of this data in undertaking engineering and economic analysis as related to pavement performance. The evaluation shall be limited to automated and semi-automated pavement data collection. The evaluation and subsequent recommendation shall consider:

1. Data needs of pavement management, pavement design, including the Mechanistic-Empirical Pavement Design Guide (MEPDG) developed under the NCHRP 1-37A project, and national activities and analysis, including the Highway Performance System Monitoring (HPMS).
2. State of the practice and recently developed technologies so as to be of immediate use.
3. The three predominant pavement structures, asphalt, concrete and composite pavements.
4. Non-uniform condition across lanes due to the lane-by-lane rehabilitation.
5. Data collection and PMS issues unique to ramps in urban areas and interchanges.
6. Analysis of the incremental cost and benefits of additional data items.

Sources of information to be used shall include, but is not limited to, SHAs, LTPP and national and international data collection practices and pavement management systems.

NOTE: A draft report documenting the findings and recommendations from Task 1 shall be submitted to the COTR for technical review within 30 days after Task 1 completion. The COTR shall provide comments to the contractor within 30 days after receipt of the draft. Upon receipt of editorial comments from the COTR, the contractor shall make the necessary revisions and submit the final version of the Task 1 Report to the COTR within 30 days after receipt of FHWA's editorial comments. Both the draft and final Task 1 reports shall be submitted electronically in MS Word format.

TASK 2

Develop best practices and guidelines to integrate design, material and construction information within pavement management system

The Contractor shall develop best practices and guidelines to integrate design, material and construction information with pavement management system to aid in the areas of:

1. Feedback system for pavement design and pavement design model calibration.
2. Forensic studies.
3. Facilitation of consistent performance models in pavement design and pavement management.
4. Data mining.

Sources of information to be used shall include, but is not limited to, review of current SHA management systems and case studies from SHA that already have integrated systems.

NOTE: A draft report documenting the findings and recommendations from Task 2 shall be submitted to the COTR for technical review within 30 days after Task 2 completion. The COTR shall provide comments to the contractor within 30 days after receipt of the draft. Upon receipt of editorial comments from the COTR, the contractor shall make the necessary revisions and submit the final version of the Task 2 Report to the COTR within 30 days after receipt of FHWA's editorial comments. Both the draft and final Task 2 reports shall be submitted electronically in MS Word format.

TASK 3

Recommend procedures to guide the selection of optimum timing and treatment for pavement preservation and rehabilitation of a pavement section to achieve lowest life cycle cost

The Contractor shall identify or develop recommended procedures for the selection of optimum timing and treatment for a pavement section to achieve LLCC. The recommended procedure shall be validated and demonstrated using actual cost and performance data using LTPP and SHA pavement and construction management systems. The analysis and subsequent recommendation shall:

1. Be comprehensive and should consider costs and benefits of intervening at different times during the life cycle of the pavement section.
2. Consider both agency costs and user benefits over the life cycle.
3. Include guidelines for selecting appropriate trigger values and treatments.
4. Include recommended procedures for validating the appropriateness of the selected trigger values and treatments.

Sources of information to be used shall include, but is not limited to, LTPP data, SHA pavement management systems and cost data from SHA construction management systems.

NOTE: A draft report documenting the findings and recommendations from Task 3 shall be submitted to the COTR for technical review within 30 days after Task 3 completion. The COTR shall provide comments to the contractor within 30 days after receipt of the draft. Upon receipt of editorial comments from the COTR, the contractor shall make the necessary revisions and submit the final version of the Task 3 Report to the COTR within 30 days after receipt of FHWA's editorial comments. Both the draft and final Task 3 reports shall be submitted electronically in MS Word format.

TASK 4

Recommend procedures to comprehensively quantify the effectiveness of pavement preservation program at the network level

The Contractor shall recommend procedures for quantifying the effectiveness of pavement preservation program at the network level. The recommended procedure shall be demonstrated using actual cost and performance data using one or more state pavement and construction management systems. The analysis and subsequent recommendation shall:

1. Consider the implementation of pavement preservation initiatives in light of other positive (better construction practices, materials, knowledge gained, etc.) and negative (shrinking funding, increase demand etc.) changes to discriminate the contribution from pavement preservation efforts.

2. Include procedures to evaluate the short and long-term effect of deviating from pavement preservation program due to funding limitations and competing demands.
3. Provide a summary of state of the practice among SHAs in linking or integrating pavement management systems with other management systems and subsequent tradeoff analysis and decision-making.

Sources of information to be used shall include, but is not limited to, SHA pavement management systems and cost data from SHA construction management systems.

NOTE: A draft report documenting the findings and recommendations from Task 4 shall be submitted to the COTR for technical review within 30 days after Task 4 completion. The COTR shall provide comments to the contractor within 30 days after receipt of the draft. Upon receipt of editorial comments from the COTR, the contractor shall make the necessary revisions and submit the final version of the Task 4 Report to the COTR within 30 days after receipt of FHWA's editorial comments. Both the draft and final Task 4 reports shall be submitted electronically in MS Word format.

TASK 5

The Contractor shall develop a Final Report that documents the entire research effort. Describe the research tasks, collected data, analyses of findings, conclusion and recommendations. Figures and tables should be used, when appropriate, to represent the major findings or illustrate the key points. A paper on this project for at least one peer reviewed venue shall be prepared in conjunction with the COTR.

The contractor shall submit an electronic version (MS Word) of the draft Final Report to the COTR for technical review. The COTR shall provide comments to the contractor within 30 days after receipt of the draft. Upon receipt of editorial comments from the COTR, the contractor shall make the necessary revisions. The Contractor shall then submit an electronic version (MS Word) and five (5) copies of the final version of the Final Report to the COTR within 30 days after receipt of FHWA's editorial comments.

MONTHLY PROGRESS REPORTS

The Contractor shall furnish one (1) copy of a letter type progress report to the COTR and one (1) copy to the Contract Administrator, on or before the 15th of the month following the calendar month period being reported. Each report shall contain concise statements covering the research activities relevant to the study, including:

1. A clear and complete account of the work performed.
2. An outline of the work to be accomplished during the next report period.
3. A description of any problem encountered or anticipated that will affect the completion of the contract together with recommended solutions to such problems; or, a statement that no problems were encountered.
4. A tabulation of the planned, actual and cumulative person hours expended by contractor personnel.
5. A chart showing current and cumulative expenditures versus planned expenditures.

REQUIREMENTS FOR IMPLEMENTING SECTION 508 STANDARDS

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 at <http://www.section508.gov/index.cfm>.

SECTION D - PACKAGING AND MARKING

Any deliverables required under this contract shall be packaged and marked in accordance with best commercial practices so as to ensure safe and timely delivery to destination.

SECTION E - INSPECTION AND ACCEPTANCE

All work hereunder shall be subject to review by the Government. Acceptance of the final report shall be made in writing by the Contracting Officer's Technical Representative.

52.246-5 Inspection of Services - Cost-Reimbursement. APR 1984

SECTION F - DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE

Performance shall begin on the effective date of the contract. All work and services required hereunder including preparation and submission of the final report shall be completed on or before (to be negotiated).

F.2 PLACE OF DELIVERY

All deliverables, one copy of each voucher, and one (1) copy of the monthly progress reports (See Section G.1) 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 award)

One original and one copy of each voucher, a copy of the transmittal letter for all deliverables, a copy of the monthly progress reports, and other items as specified shall be delivered to the Contract Administrator (CA) at the following address:

Federal Highway Administration
Office of Acquisition Management
1200 New Jersey Avenue, SE
Mail Drop: W36-455
Washington, D.C. 20590
Attention: Lorraine Wilson, HAAM-30

F.3 DELIVERABLES

DELIVERABLE	DUE DATE
Task 1 Report	TBD
Task 2 Report	TBD
Task 3 Report	TBD
Task 4 Report	TBD
Final Report	TBD
Monthly progress Reports	15 th of the month following the calendar month being reported

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 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 Contracting Officer.
- 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 Contracting Officer. In the event that the contract is not funded beyond the estimated cost set forth in the schedule, the Contractor shall deliver to the Contracting Officer the data collected 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.

G.2 PAYMENT

- a. The Contractor may be reimbursed for direct and indirect costs incurred in the performance hereof as are allowable under the provisions of Subpart 31.3 of the Federal Acquisition Regulation in the not-to-exceed amount listed under the SECTION B schedule, subject to the Limitation of Funds Clause.

- b. The Contractor may request monthly interim payments for costs incurred during the performance of this contract. Each monthly interim payment request shall be supported by a statement of costs incurred by the Contractor in the performance of this contract and claimed to constitute allowable costs. **1 original and 1 copy of the voucher shall be sent to the CA, and one copy shall be sent concurrently to the COTR.** Each monthly interim payment request shall be submitted in accordance with Attachment No. (1), "The FHWA Billing Instructions for Cost Reimbursement Contracts" to be considered proper for payment. Prior approval of the Contracting Officer is required if the contractor wishes to use a different payment request format.
- 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 Contracting Officer that the contractor is making adequate progress toward successful contract completion.
- d. Final invoice payment shall be made upon the Contracting Officer'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.

G.3 PAYMENT OF FIXED-FEE

In accordance with the fixed-fee clause at FAR 52.216-8, and the instructions contained under this paragraph, the contractor may request monthly payment for any applicable fixed-fee amounts stated in Section B. This shall be based on the Contracting Officer's determination of satisfactory continued contract performance. After payment of 85 percent of the total fixed-fee, further payment of the fixed-fee may be withheld until a reserve of either 15 percent of the total fixed-fee or \$100,000, whichever is less, is set aside. The withheld portion of the fixed-fee, if any, shall be released to the contractor after a determination is made by the Contracting Officer that all contract requirements have been satisfactorily completed. Withholding of this amount requires no specific instruction from the Contracting Officer.

G.4 INDIRECT COSTS

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.

G.5 TRAVEL AND PER DIEM

Travel and Per Diem authorized under this contract shall be reimbursed in accordance with the Government Travel Regulations currently in effect.

Travel requirements under this contract shall be met using the most economical form of transportation available. If economy class transportation is not available, the request for payment voucher must be submitted with justification for use of higher class travel indicating dates, times, and flight numbers. All travel shall be scheduled sufficiently in advance to take advantage of offered discount rates, unless authorized by the Contracting Officer.

G.6 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

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

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

G.7 TAR 1252.237-73 KEY PERSONNEL (MAY 2005)

(a) The personnel as specified below are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel, as appropriate.

(b) Before removing, replacing, or diverting any of the specified individuals, the Contractor shall notify the contracting officer, in writing, before the change becomes effective. The Contractor shall submit information to support the proposed action to enable the contracting officer to evaluate the potential impact of the change on the contract. The Contractor shall not remove or replace personnel under this contract until the Contracting Officer approves the change.

The Key Personnel under this Contract are:

(list key personnel, as negotiated)

G.8 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.

G.9 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 is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either -

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or 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 the claim submitted at any time before final payment under this contract.

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

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

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 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. The CPS module for architect-engineer contracts is not yet available therefore the following information regarding electronic access does not apply to architect-engineer contracts.

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.

(End Of Clause)

H.2 TAR 1252.242-72 DISSEMINATION OF CONTRACT INFORMATION (OCT 1994)

The Contractor shall not publish, permit to be published, or distribute information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of the CO. One copy of any material proposed to be published or distributed shall be submitted to the CO.

(End of clause)

PART II

SECTION I - CONTRACT CLAUSES

I.1 PRINTING RESTRICTIONS

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

I.2 52.204-7 CENTRAL CONTRACTOR REGISTRATION. JUL 2006

All contractors desiring to receive awards of DOT contracts, purchase orders, delivery orders, or other contractual vehicles must be registered in the Central Contractor Registration (CCR) database before receiving an award, and throughout the contract's period of performance. The CCR is a Department of Defense web-based repository of contractor information.

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

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

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

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

I.3 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).

I.4 52.222-2 PAYMENT FOR OVERTIME PREMIUMS. JUL 1990

- (a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed [\$0] or the overtime premium is paid for work:
 - (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
 - (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
 - (4) That will result in lower overall costs to the Government.
- (b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall:
- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
 - (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
 - (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
 - (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

I.5 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.arnet.gov/far>.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

1. 52.202-1 Definitions (JUL 2004)
2. 52.203-3 Gratuities (APR 1984)
3. 52.203-5 Covenant Against Contingent Fees (APR 1984)
4. 52.203-7 Anti-Kickback Procedures (JUL 1995)
5. 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
6. 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
7. 52.203-12 Limitation on Payment to Influence Certain Federal Transactions (SEPT 2005)

8. 52.204-4 Printed or Copied Double-Sided on Recycled Paper (AUG 2000)
9. 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JAN 2005)
10. 52.215-2 Audit and Records - Negotiation (JUN 1999)
11. 52.215-8 Order of Precedence - Uniform Contract Format (OCT 1997)
12. 52.215-10 Price Reduction for Defective Cost or Pricing Data (OCT 1997)
13. 52.215-12 Subcontractor Cost or Pricing Data (OCT 1997)
14. 52.215-14 Integrity of Unit Prices (OCT 1997)
15. 52.215-15 Pension Adjustments and Asset Reversions (OCT 2004)
16. 52.215-17 Waiver of Facilities Capital Cost of Money (OCT 1997)
17. 52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (JUL 2005)
18. 52.216-7 Allowable Cost and Payment (DEC 2002)
The designated payment office will make interim payments for contract financing on the "30th" day after the designated billing office receives a proper payment request.
19. 52.216-8 Fixed Fee (MAR 1997)
20. 52.222-1 Notice to the Government of Labor Disputes (FEB 1997)
21. 52.222-3 Convict Labor (JUN 2003)
22. 52.222-21 Prohibition of Segregated Facilities (FEB 1999)
23. 52.222-26 Equal Opportunity (APR 2002)
24. 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001)
25. 52.222-36 Affirmative Action for Workers with Disabilities (JUN 1998)
26. 52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001)
27. 52.222-39 Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004)

28. 52.223-5 Pollution Prevention and Right-to-Know Information (AUG 2003)
29. 52.223-6 Drug-Free Workplace (MAY 2001)
30. 52.223-14 Toxic Chemical Release Reporting (AUG 2003)
31. 52.225-13 Restrictions on Certain Foreign Purchases (FEB 2006)
32. 52.227-1 Authorization and Consent (JUL 1995)
33. 52.227-14 Rights in Data - General (JUN 1987)
34. 52.227-16 Additional Data Requirements (JUN 1987)
35. 52.228-7 Insurance - Liability to Third Persons (MAR 1996)
36. 52.232-9 Limitation on Withholding of Payments (APR 1984)
37. 52.232-17 Interest (JUN 1996)
38. 52.232-22 Limitation of Funds (APR 1984)
39. 52.232-23 Assignment of Claims (JAN 1986)
40. 52.232-25 Prompt Payment (OCT 2003) -- Alternate I (Feb 2002)
41. 52.232-33 Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003)
42. 52.233-1 Disputes (JUL 2002)
43. 52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)
44. 52.242-1 Notice of Intent to Disallow Costs (APR 1984)
45. 52.242-3 Penalties for Unallowable Costs (MAY 2001)
46. 52.242-4 Certification of Final Indirect Costs (JAN 1997)
47. 52.242-13 Bankruptcy (JUL 1995)
48. 52.243-2 Changes - Cost-Reimbursement (AUG 1987) - Alternate V (APR 1984)
49. 52.244-2 Subcontracts (AUG 1998) - Alternate II (AUG 1998)
50. 52.244-5 Competition in Subcontracting (DEC 1996)
51. 52.244-6 Subcontracts for Commercial Items (APR 2003)

- 52. 52.246-25 Limitation of Liability - Services (FEB 1997)
- 53. 52.249-6 Termination (Cost-Reimbursement) (MAY 2004)
- 54. 52.249-14 Excusable Delays (APR 1984)
- 55. 52.253-1 Computer Generated Forms (JAN 1991)

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

- 1252.223-73 Seat Belt Use Policies and Programs (APR 2005)
- 1252.235-70 Research Misconduct (MAY 2005)
- 1252.242-73 Contracting Officer's Technical Representative (OCT 1994)

PART III

SECTION J - LIST OF ATTACHMENTS

1. FHWA Cost Reimbursement Billing Instructions – 5 pages
2. Sample Format Price Proposal Budget Summary – 2 pages
3. OF-17, Offer Label - Notice to Offeror – 1 page
4. Authorized Negotiators Form – 1 page
5. Certification of Data – 1 page
6. Minimum Requirements for FHWA Web Pages – 1 page
7. Past Performance Questionnaire – 3 pages
8. Standard Form LLL, Disclosure of Lobbying Activities – 2 pages

PART IV

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

52.204-8 Annual Representations and Certifications (Jan 2006)

a)

(1) The North American Industry classification System (NAICS) code for this acquisition is 541330.

(2) The small business size standard is \$4.5 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) 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 (c) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (c) applies.

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

(c) 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	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)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS

IMPORTANT DELIVERY INFORMATION: *Please note that the U.S. Department of Transportation (DOT) Headquarters moved to the following new location:*

1200 New Jersey Avenue, SE
Mail Drop: W36-455
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. Other couriers and individuals must deliver material to the mail room/visitor's center at the new building's main entrance at 1200 New Jersey Avenue, SE. The guard will accept the material, dismiss the courier, and then the material will be examined and x-rayed prior to being delivered to the Office of Acquisition Management through the normal building mail delivery procedures, which could add one or more working days. Alternatively, offerors may ask the guard to call the Acquisition Office (x64232) to have someone come down and accept the material once it has been examined; while we will do our best to accommodate such requests, FHWA is not responsible if someone is not immediately available to pick up your proposal. Offerors must make allowances for these procedures in order to assure that offers arrive on time. **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, included as Attachment No. 3 and 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 3:00 PM Eastern Time.**

This RFP is being transmitted electronically. Offerors are reminded that if you download copies of this or any other solicitation you will NOT automatically receive amendments to those solicitations. It is your responsibility to check back frequently to the download source to see if any amendments have been issued to solicitations you have downloaded. All amendments will be posted to, and downloadable from **www.fbo.gov.**

Please direct all questions to Mr. Daniel Confer at email Daniel.Confer@dot.gov or phone number (202) 366-0730.

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.

L.1 52.204-6 Data Universal Numbering System (DUNS) Number (OCT 2003)

L.2 52.215-1 Instructions to Offerors – Competitive Acquisitions (JAN 2004)

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. However, the Government reserves the right to conduct discussions if the Contracting Officer determines that they are necessary.

L.3 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.

L.4 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government intends to award a Cost Reimbursement (Cost Plus Fixed Fee) Type Contract.

L.5 THIS REQUIREMENT IS A FULL AND OPEN COMPETITION REQUIREMENT.

L.6 INSTRUCTIONS FOR PREPARATION OF PROPOSALS

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

L.7 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. A completed Standard Form LLL, Disclosure of Lobbying Activities, must be completed and submitted in Volume II. The Form is included as Attachment No. 8.
3. In addition, each Offeror must submit an original and 4 copies of proposal volumes I and II as described below.

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.

L.8 PROPOSAL SUBMITTAL LOCATION

The original proposal and four copies shall be submitted to the following address.

Mailing Address: Federal Highway Administration
Office of Acquisition Management
1200 New Jersey Avenue, SE
Washington, DC 20590
Mail Drop: W36-455
Attn: Lorraine Wilson (HAAM-30)

L.9 VOLUME I - “TECHNICAL PROPOSAL” This volume shall consist of two parts:

Volume I shall consist of two (2) parts:

Part I – Technical & Management Approach
Part II – Staffing

Part I and II shall be bound together in a single volume that is separate from VOLUME II.

L.10 VOLUME II - “BUSINESS AND COST/PRICE PROPOSAL.”

Volume II shall consist of three (3) parts:

Part I – Cost/Price Information
Part II – Other Financial & Organizational Information
Part III – Past Performance

Parts I, II, and III of Volume II shall be bound together in a single volume that is separate from VOLUME I.

L.11 VOLUME I - TECHNICAL CAPABILITIES

Certification of Data

The form included as Attachment No. 5 must be completed and submitted as a part of Volume I.

PART I - TECHNICAL & MANAGEMENT APPROACH

Please include the following:

- a) A discussion that describes in detail your technical approach to meeting the requirements of the SOW if awarded a contract. The discussion shall include a program timeline and milestones schedule. *See F.3 for a list of contract deliverables.*
- b) A discussion of the organization's capability to manage, coordinate, and integrate the effort delineated in the statement of work, including program and project management methodology, and organizational hierarchies and lines of communication. Also include the extent to which work must be subcontracted out to meet the Government's requirement, and the plan for such an arrangement.

Please see the statement of work (Section C) and the technical evaluation criteria (Section M) for additional information or clarification on items to be addressed in the technical proposal.

PART II – STAFFING PROPOSAL

The Staffing Proposal shall provide the names and resumes of all proposed personnel. Resumes shall clearly identify and describe the individual's education and experience, publication history, certifications, and other relevant information. Areas of particular interest include pavement design, pavement structural analysis, numerical modeling of pavement systems, mechanistic and empirical pavement design, use of Falling Weight Deflectometer data to evaluate in-service pavements, and understanding and use of pavement back-calculation software programs. The level and quality of administrative support will also be evaluated.

Provide evidence that all proposed personnel are available and committed to the proposed hours. Provide letters of commitment for new hires. If subcontracting for professional staffing is required, indicate the number and types to be subcontracted to other sources.

NOTE: Please see the statement of work (Section C) and the technical evaluation criteria (Section M) for additional information or clarification on items to be addressed in the staffing proposal.

L.12 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 and complete in every detail. Cost figures must **not** be shown in the forwarding letter or in the technical or staffing proposals.

Offerors shall submit a budget summary for the entire contract and a separate summary for each year. Budget summaries shall clearly identify the following information as applicable:

- a. Labor Rates – Provide labor rates, number of hours, and yearly 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.
- b. Productive Hours – Detail how you define “direct productive hours,” “full-time” 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 the various specific indirect rates and what they are based on (e.g., labor overhead based on direct labor dollars) and how they are applied/calculated. State any differing rate applications (for example if there is a different proposed rate when applied to travel than when applied to subcontractor costs) 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 & Travel: Provide a breakout of Other Direct Costs by category (travel, equipment, etc.)

- f. 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.
- g. 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.
- h. Profit/Fee: Include a proposed fixed fee amount, percentage, and its application base.

PART II - OTHER FINANCIAL/ORGANIZATIONAL INFORMATION

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 accounting 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. 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.).
- g. Your DUNS and TIN numbers.

PART III - PAST PERFORMANCE

In the Original Proposal (VOLUME II), include a minimum of three completed Past Performance Questionnaires by the Offerors customers (See Section J, Attachment No. 7).

1. The completed questionnaires must be submitted by current (within the last three years) customers (include both commercial and Government if applicable) involving similar or related services, at similar dollar values if possible.
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. 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 9.104. The Offeror is responsible for ensuring the questionnaires are completed in a timely manner and are submitted with its VOLUME II proposal.

L.13 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, 1200 New Jersey Avenue, 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.

L.14 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/>.

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

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

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

EVALUATION CRITERIA

The Government's source selection decision will be based on a Best Value, Trade-off process using the following three factors, further defined below: (A) Technical; (B) Price; (C) Past Performance. When combined, Technical and Past Performance are more important than Price. As differences in technical and past performance ratings and evaluations of offeror's proposals become narrower, price will increasingly become more important as a factor. Each of these factors is described below.

A. Technical

- 1. Technical, Management, and Organizational Capability
 - (a) Demonstrated understanding of the scope of the effort as shown by the offeror's discussion of its approach to meeting the Government's requirement, and its proposed program timeline and milestones schedule. Demonstrated understanding of the various disciplines required by the statement of work.
 - (b) The capability of the organization to manage, coordinate, and integrate the effort delineated in the statement of work, including program and project management methodology, and organizational hierarchies and lines of communication. The extent to which required staffing must be subcontracted out to meet the Government's requirement, and the plan for such a staffing arrangement.

2. Staffing / Qualifications

Qualifications and relevancy, depth, and breadth of experience and education for proposed staff. Areas of particular interest include pavement design, pavement structural analysis, numerical modeling of pavement systems, mechanistic and empirical pavement design, use of Falling Weight Deflectometer data to evaluate in-service pavements, and understanding and use of pavement back-calculation software programs. The level and quality of administrative support will also be evaluated.

B. Price

- Labor Rates
- Direct and Indirect Overhead Rates
- Other Direct Costs
- Fee/Profit
- Total Price

C. Past Performance

The Government will evaluate the relevant merits of each offeror's past performance on the basis of its reputation with its current and/or former customers. The lack of a relevant or recent past performance record will result in a rating of neutral. The Government may review some or all of the following past performance areas:

- 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.