

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE of PAGES 1 of 55	
2. CONTRACT NO.		3. SOLICITATION NO. DTFH61-05-R-00140		4. TYPE OF SOLICITATION SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED March 21, 2006	
7. ISSUED BY Federal Highway Administration Office of Acquisition Management 400 Seventh Street, SW, Room 4410 Washington, DC 20590		CODE: HAAM-20A		6. REQUISITION/PURCHASE NO. 41-11-06036			
8. ADDRESS OFFER TO (If other than Item 7)							

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

SOLICITATION

9. Sealed offers in original and 6 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in 400 7th St., S.W., Room 4410, until 4:15 pm local time **By April 21, 2006 THIS REQUIREMENT IS FULL & OPEN COMPETITION**

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

10. FOR INFORMATION CALL:		A. NAME Samantha A. Reizes		B. TELEPHONE (NO COLLECT CALLS) AREA CODE: 202 NUMBER: 366-4224 EXT.:		C. E-MAIL ADDRESS Samantha.Reizes@fhwa.dot.gov	
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OFFER (Must be fully completed by Offerors)

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 Offerors) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

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

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

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: 10 U.S.C. 2304(c) ()		41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN > (4 copies unless otherwise specified)	
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 DATE	

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

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 necessary to conduct the Administrative Support Group for the Concrete Pavement (CP) Road Map.

The maximum potential amount for the performance of this indefinite delivery/indefinite quantity, cost-plus-fixed-fee contract (including the one year base period and four one-year option periods) is \$_____; which consists of an estimated cost of \$_____, and a maximum potential fixed fee of \$_____.

Base Period

The total estimated amount for performance of the 12 month base period of this contract is \$_____, which consists of an estimated cost of \$_____, and a maximum potential fixed fee of \$_____.

In the event the Government elects to exercise any or all of its options under the contract, the Contractor shall be reimbursed as follows:

Option Year 1

The total estimated amount for the performance of the first option year is \$_____, which consists of an estimated cost of \$_____, and a maximum potential fixed fee of \$_____.

Option Year 2

The total estimated amount for the performance of the second option year is \$_____, which consists of an estimated cost of \$_____, and a maximum potential fixed fee of \$_____.

Option Year 3

The total estimated amount for the performance of the third option year is \$_____, which consists of an estimated cost of \$_____, and a maximum potential fixed fee of \$_____.

Option Year 4

The total estimated amount for the performance of the fourth option year is \$_____, which consists of an estimated cost of \$_____, and a maximum potential fixed fee of \$_____.

Note: The fixed fee amounts stated in Section B, herein, are based on the maximum anticipated cost

of the contract. The actual amount of the fixed fee under the contract will be negotiated and established through the issuance of Task Orders under the contract. In no event may the sum of all fixed fee established on individual Task Orders exceed the amount of fixed fee stated in Section B. (Reference Section G - "Payment of Fixed Fee" and Section G - "Task Order Procedures").

NOTE: The Government does not anticipate making multiple awards from this RFP (see Section L).

All travel shall be reimbursed at cost in accordance with the Travel and Per Diem clause (Reference Section G). Travel and per diem shall not exceed \$130,000 for the base period and for each option period for a total of \$650,000 if all options are exercised. These amounts are included in the maximum amount of the contract as stated above.

This is an indefinite-delivery-indefinite-quantity (IDIQ) contract utilizing cost-plus-fixed-fee (CPFF) task orders in accordance with FAR 16.500. 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 the amount between cost and fee shall be determined based upon the individual task orders awarded. The guaranteed minimum is \$25,000 for the base period only. There is a \$25,000 guaranteed minimum per option period if exercised.

Travel and per diem is included within the total ceiling price of the contract, as stated above.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

INTRODUCTION

In March 2005, Iowa State University completed work under cooperative agreement number DTFH61-03-H-00103 with the Federal Highway Administration to deliver a Long-Term Plan for Concrete Pavement Research and Technology. The plan, better known as the CP Road Map, represents a comprehensive and strategic approach for conducting research. It is expected to guide national concrete pavement research efforts over the next 10 years. The CP Road Map comprises 12 integrated research tracks, each of which can be thought of as a complete research program in itself. It includes over 250 research problem statements, with an estimated total funding of about 300 million dollars.

Included, as part of the CP Road Map is a management plan to keep stakeholders involved and committed to achieving the overall road map goals. The management plan describes a recommended governing structure consisting of an Executive Advisory Committee, an Administrative Support Group, research track team leaders, and the sustaining organizations that will actually conduct the specific research. Note: Published reports (FHWA-HRT-05-047, -052, -053, and -074) are available and can be linked from <http://www.tfrc.gov/library/library.htm>

It is envisioned the Executive Advisory Committee will consist of members from the three major interest groups—Federal and State agencies and industry. It will be primarily a decision- and policy-making group, which is intended to obtain and sustain executive buy-in to the road map. The Administrative Support Group, defined herein, will be a positive catalyst in sustaining the momentum of the research program. The Administrative Support Group will proactively support the Executive Advisory Committee. It will also provide support to the research track team leaders and sustaining organizations to assure well-coordinated, cost-effective research and the on-time delivery of useful research products.

CONTRACT OBJECTIVE

The objective of this contract is to provide the administrative support services needed for the efficient execution of the CP Road Map research and technology plan.

SCOPE OF WORK

Work performed under this contract shall consist of administrative support services necessary to initiate and proactively sustain the CP Road Map research program. The Contractor shall provide the overall CP Road Map administrative support as required by the Executive Advisory Committee. Additionally, the Contractor shall provide support to the research track leaders and sustaining organizations to ensure coordination and integration across research track lines. Included among the key support services provided shall be the update and maintenance of the research database; the conduct of outreach activities; and the initiation and coordination of implementation, technology transfer, and training activities.

The responsibilities of the Contractor generally conform to those identified in the CP Road Map management plan as Administrative Support Group responsibilities.

All work under this contract shall be performed through the issuance of specific Task Orders. (Reference Section G)

DELINEATION OF CONTRACTOR TASKS

In order to meet the objectives of this contract and as directed by the Government through the issuance of specific task orders, the Contractor shall perform the following tasks:

Task A: Establish Meeting Protocol

1. The Contractor shall establish and maintain clear procedures and rules to follow during meetings and other interactions for the Executive Advisory Committee and Research Track Teams. These discussions shall not develop or result in the development of any specific language for a Statement of Work or procurement action relating to Federal or State SP&R funding. Each Research Track Team shall have an FHWA or State DOT representative serve as Secretary of the Research Track Team.

Task B: Executive Advisory Committee Support

1. If Executive Advisory Committee is not fully formed, the Contractor shall facilitate its formation by contacting a list of names provided by FHWA. The Contractor shall submit any recommendations for membership of the Committee to the COTR for approval.
2. The Contractor shall plan, schedule, arrange travel, and recommend sites for all meetings of the Executive Advisory Committee. Prior to each meeting, the Contractor shall assist the Executive Advisory Committee in establishing the meeting agenda. The Contractor shall participate in all meetings, and record the minutes of each meeting. Within 7 days after any Executive Advisory Committee meeting, the Contractor shall provide draft minutes to all committee members for review. The Contractor shall distribute revised minutes to all committee members, all others who attended the meeting, and all others who need to be informed as specified by the COTR within 30 days of the meeting. The Executive Advisory Committee travel expense reimbursements (transportation, lodging, and per diem) will be made under this Contract. The Contractor shall extend invitations to all Executive Advisory Committee members and other meeting participants. The Contractor shall reimburse all participants who qualify for invitational travel promptly after each meeting. The Contractor shall not reimburse Federal employees' travel.
3. The Contractor shall provide full management support services to enable the Executive Advisory Committee to accomplish its responsibilities and assure CP Road Map activities get underway, are coordinated, and result in timely and implement-able research products. Specifically,

management support services for the Executive Advisory Committee shall include the following:

- a) Foster and identify collaborative opportunities within the CP Road Map.
- b) Foster and ensure adequate integration of research across tracks.
- c) Develop and implement a strategy to ensure that software products, developed through various research tracks, are compatible with each other. Encourage the use of XML and GML data formatting in combination with open source applications.
- d) Develop a communications plan to keep the CP Road Map and its products in front of stakeholders and the public.
- e) Conduct annual CP Road Map self-evaluation studies.
- f) Perform other support services as identified by the Executive Advisory Committee.

Task C: Research Track Team Support

1. The Contractor shall plan, schedule, arrange travel, and recommend sites for all meetings that assemble research track team leaders (envisioned to be FHWA, State highway agencies, the Executive Advisory Committee, and, possibly, non-Federal entities) and when necessary, their sustaining organizations (i.e. any organization actually conducting a research study under the CP Roadmap). The general purpose of such meetings shall be to assure the coordination of Road Map activities and the integration of research across track lines. Facilitate the meetings, and provide a summary of discussions to all participants after each meeting. Travel expense reimbursements (transportation, lodging, and per diem) will be made under this Contract. The Contractor shall extend invitations to track leaders and other meeting participants. The Contractor shall reimburse all participants who qualify for invitational travel promptly after each meeting. The Contractor shall not reimburse Federal employees' travel.
2. The Contractor shall provide support and assistance, as necessary, to research track team leaders and sustaining organizations. Support and assistance services shall include:
 - a. Assist research track team leaders in the development of specific research project statements, scopes of work, timelines, and budgets.
 - b. Ensure proper integration of research across track lines.
 - c. Develop, maintain, and update an overall CP Road Map research schedule that properly reflects interdependencies among research tracks.
 - d. Establish milestones, checkpoints, and system for progress reports in order to provide all team leaders with a clear overview of CP Road Map progress on a quarterly basis.
 - e. Develop and implement an effective communication plan to enhance cooperation among track leaders and sustaining organizations.
 - h. Develop a list of CP Road Map researchers and committees, and maintain updated contact information.
 - i. Perform other support services as identified by the Executive Advisory Committee and approved by the COTR.

Task D: Update and Maintain Research Database

1. Using current CP Road Map database (<http://www.cproadmap.com/research/search.aspx>) as a starting point, the Contractor shall identify additional recent, ongoing, or planned research studies that relate to the objectives of the research tracks. The Contractor shall obtain needed information from the appropriate Federal, State, or industry sponsors and input into database.
2. The Contractor shall make recommendations to the Executive Advisory Committee regarding the specific information to be stored in the database on projects formally considered as part of CP Road Map. Such information shall include, as a minimum, research problem statements, budgets, timelines, research results, contacts, and relationships to other studies as well as to CP Road Map objectives.
3. The Contractor shall develop and present a detailed plan to the Executive Advisory Committee for the management of the database. The Contractor shall include necessary forms and instructions, and identify all responsibilities associated with maintaining and updating the database.
4. The Contractor shall incorporate data fields inline with the Transportation Research Board Research in Progress (RiP) database and the FHWA R&D Project Tracking System.
5. Upon approval from the COTR, the Contractor shall assume day-to-day management of the database. The Contractor shall provide periodic status reports on the entire CP Road Map and /or specific research tracks to the Executive Advisory Committee, research track leaders, sustaining organizations, and any others identified in the approved plan.

Task E: Conduct Outreach Activities

1. The Contractor shall provide communications and outreach services recommended by the Executive Advisory Committee and approved by the COTR. The communications and outreach services shall be aimed at keeping stakeholders and the public informed of overall CP Road Map and specific research track activities. Such services may include preparing and distributing flyers, newsletters, and brochures; authoring journal and magazine articles; and delivering presentations.
2. The Contractor shall establish and maintain the CP Road Map website. (Reference Section G.)

Task F: Coordinate Implementation and Training Activities

1. The Contractor shall develop a recommended comprehensive technology transfer and training program for CP Road Map products.
2. The Contractor shall work with research track leaders to:
 - a. Identify products and techniques that are essentially complete and should move to deployment.
 - b. Identify technology transfer activities.

- c. Advance promising products and processes through further research, development, testing, and evaluation.
 - d. Promote customer evaluation of products that require local materials and adaptation to regional, State, or specific industry practices.
 - e. Assure needed implementation and technology transfer activities are conducted in an efficient and coordinated manner.
3. The Contractor shall work with research track leaders to:
- a. Identify all needed CP Road Map training efforts.
 - b. Facilitate the development of specific, track-related training efforts.
 - c. Assure needed training is provided in an efficient and coordinated manner.

TECHNICAL REPORT SPECIFICATIONS

Technical reports under this contract shall be prepared in accordance with the latest version of the Turner-Fairbank Highway Research Center Quick Reference Guide. All fonts used in the documents must be supplied on the disk so the document will print as it appeared on the contractor's equipment. Files must be included in the programs of origin, such as MS Word, PowerPoint, Excel, etc., so these files can be modified or corrected and re-imported into the full text document. Graphics should be created as separate elements and imported into the text file. An electronic file of each imported graphic shall be delivered. Graphic must be produced in a program that can export an interchange file format that can be imported into the full text. Photos must be in TIF or EPS (GIF and JPEG are acceptable for electronic publishing) with on-screen preview and with line screen appropriate for printing. Files should be provided in a manageable size of 3 Mb or less.

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 \(http://www.access-board.gov/508.htm\)](http://www.access-board.gov/508.htm) and the [Federal IT Accessibility Initiative \(Home Page\) \(http://section508.gov/\)](http://section508.gov/) for detailed information.

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

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>.

52.246-5 Inspection of Services – Cost-Reimbursement (APR 1984)

52.246-9 Inspection of Research and Development - (Short Form) (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 4,100 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 \$25,000.

Optional Period

Maximum: Should the Government elect to exercise any of its options to extend services under this contract, a maximum of 3,750 direct productive hours may be ordered during the first 12-month option year, a maximum of 3,540 direct productive hours may be ordered during the second 12-month option year, a maximum of 3,430 direct productive hours may be ordered during the third 12-month option year, and a maximum of 3,260 direct productive hours may be ordered during the fourth 12-month option year.

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 \$25,000 for each 12-month option year.

PERIOD OF PERFORMANCE

All work and services required hereunder shall be completed on or before 12 months from the effective date of the contract. 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. In no event shall the total contract performance exceed 60 months.

The period of performance for each Task Order will be specified within the Task Order document.

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

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The contract will be for a base period of 12 months, with a Government option for 4 additional 12 months periods. A review will be conducted prior to the completion of the base contract and before the Government's determination to exercise its option. The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(End of clause)

PLACE OF PERFORMANCE

Unless otherwise specified in individual Task Orders, all work performed under this contract shall be performed at the Contractor's facility.

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 COTR at the following address:

Federal Highway Administration
Turner-Fairbank Highway Research Center
6300 Georgetown Pike
McLean, VA 22101
Attn: (to be filled in at award)

The quarterly progress report shall be delivered via email to the Contract Administrator at the following address: (to be filled in at time of award). Other items as specified shall be delivered to the CO at the following address:

Federal Highway Administration
Office of Acquisition Management
HAAM-20A, Room 4410
400 Seventh Street, SW
Washington, DC 20590
Attn: (to be filled in at award)

SCHEDULE OF WORK

All tasks set forth in the Statement of Work shall be performed in accordance with the work schedule as negotiated in specific task orders. Performance shall begin on the effective date of the task orders.

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

- (a) The CO 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 CO 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 CO 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 CO decides the facts justify the action, the CO 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 CO 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 CO 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

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 (HRRM)
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-20A, Room 4410
400 Seventh Street, SW
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 CPFF 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.

QUARTERLY PROGRESS REPORT

The Contractor shall furnish five copies of a quarterly progress report (see sample format in Section J) to the COTR and one copy to the CO 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 entitle "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

- (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) The Contractor may request monthly interim payments for costs incurred during the performance of each specific task order. A statement of costs incurred by the Contractor in the performance of each task order 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" to be considered proper for payment. Prior approval of the CO is required if the Contractor wishes to use a different payment request format.

An original and two copies of the invoice shall be submitted to the Contract Administrator and one copy to the COTR.

- (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 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.

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.

BILLING RATES

The direct labor and 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. Such request shall delineate the current and proposed rates to be used along with the effective rate of escalation.

ESCALATION RATE

Annual escalation of labor rates shall not exceed _____ percent, beginning in the second year of this contract, unless authorized by the CO.

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. The total travel costs shall not exceed the amounts indicated without express written approval of the CO.

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 CO. **Fee is not authorized for travel and per diem expenses.**

NOTE: [For proposal preparation purposes only: See Section L for guidance on preparing a cost estimate for travel.]

CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

The CO has designated _____ as 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 CO is the only individual who can legally commit or obligate the Government for the expenditure of public funds. The technical administration of this contract shall not be construed to authorize the revision of the terms and conditions of this contract. The CO shall authorize any such revision 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.

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:

(specify key personnel)

(End of clause)

PROFESSIONAL STAFFING

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

SECTION H - SPECIAL CONTRACT REQUIREMENTS

1252.237-70 QUALIFICATIONS OF CONTRACTOR EMPLOYEES (MAY 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.

(End of clause)

**1252.239-70 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION
TECHNOLOGY RESOURCES (MAY 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)

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.

DISCLOSURE OF CONFLICTS OF INTEREST (OCT 1994)

It is the Department of Transportation's (DOT) policy to award contracts to only those Offerors whose objectivity is not impaired because of any related past, present, or planned interest, financial or otherwise, in organizations regulated by DOT or in organizations whose interests may be substantially affected by Departmental activities. Based on this policy:

- (a) The Offerors shall provide a statement in its proposal that describes in a concise manner all past, present or planned organizational, financial, contractual or other interest(s) with an organization regulated by DOT, or with an organization whose interests may be substantially affected by Departmental activities, and which is related to the work under this solicitation. The interest(s) described shall include those of the proposer, its affiliates, proposed consultants, proposed subcontractors and key personnel of any of the above. Past interest shall be limited to within one year of the date of the Offerors technical proposal. Key personnel shall include any person owning more than 20% interest in the Offerors, and the Offerors corporate officers, its senior managers and any employee who is responsible for making a decision or taking an action on this contract where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.
- (b) The Offerors shall describe in detail why it believes, in light of the interest(s) identified in (a) above, that performance of the proposed contract can be accomplished in an impartial and objective manner.

- (c) In the absence of any relevant interest identified in (a) above, the Offerors shall submit in its proposal a statement certifying that to its best knowledge and belief no affiliation exists relevant to possible conflicts of interest. The Offerors must obtain the same information from potential Subcontractors prior to award of a subcontract.
- (d) The CO will review the statement submitted and may require additional relevant information from the Offerors. All such information, and any other relevant information known to DOT, will be used to determine whether an award to the Offerors may create a conflict of interest. If any such conflict of interest is found to exist, the CO may (1) disqualify the Offerors, or (2) determine that it is otherwise in the best interest of the United States to contract with the Offerors and include appropriate provisions to mitigate or avoid such conflict in the contract awarded.
- (e) The refusal to provide the disclosure or representation, or any additional information required, may result in disqualification of the Offerors for award. If nondisclosure or misrepresentation is discovered after award, the resulting contract may be terminated. If after award the Contractor discovers a conflict of interest with respect to the contract awarded as a result of this solicitation, which could not reasonably have been known prior to award, an immediate and full disclosure shall be made in writing to the CO. The disclosure shall include a full description of the conflict, a description of the action the Contractor has taken, or proposes to take, to avoid or mitigate such conflict. The CO may, however, terminate the contract for convenience if he or she deems that termination is in the best interest of the Government.

(End of provision)

NOTE: [For proposal preparation purposes only: See Section L for guidance on preparing a conflict of interest statement.]

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. 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 /](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)

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)

1252.223-73 SEAT BELT USE POLICIES AND PROGRAMS (MAY 2005)

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.

(End of clause)

1252.235-70 RESEARCH MISCONDUCT (MAY 2005)

(a) *Definitions.* As used in this clause-

“Adjudication” means the process of reviewing recommendations from the investigation phase and determining appropriate corrective actions.

“Complainant” is the person who makes an allegation of research misconduct or the person who cooperates with an inquiry or investigation.

“DOT Oversight Organization” is the DOT operating administration or secretarial office sponsoring or managing Federally-funded research.

“Evidence” includes, but is not limited to, research records, transcripts, or recordings of interviews, committee correspondence, administrative records, grant applications and awards, manuscripts, publications, expert analyses, and electronic data.

“Fabrication” is making up data or results and recording or reporting them.

“Falsification” is manipulating research materials, equipment, or processes, or changing or omitting data or results such that the research is not accurately represented in the research record.

“Inquiry” is preliminary information gathering and fact finding to determine if an allegation, or apparent instance of research misconduct, warrants an investigation.

“Investigation” is formal collection and evaluation of information and facts to determine if research misconduct can be established, to assess its extent and consequences, and to recommend appropriate action.

“Plagiarism” is the appropriation of another person's ideas, processes, results, or words without giving appropriate credit. Research misconduct does not include honest error or differences of opinion.

“Research and Technology Coordinating Council (RTCC)” is the lead DOT entity for coordination of all actions related to allegations of research misconduct. The respondent

in a research misconduct finding may appeal through the RTCC to the Deputy Secretary of Transportation.

“Research Institution” includes any contractor conducting research under DOT-funded contractual instruments, agreements and similar instruments.

“Research misconduct” means fabrication, falsification, or plagiarism, in proposing, performing, or reviewing research, or in reporting research results.”

“Research record” is the record of data or results that embody the facts resulting from scientific inquiry, and includes, but is not limited to, research proposals, laboratory records, both physical and electronic, progress reports, abstracts, theses, oral presentations, internal reports, and journal articles.

“Respondent” is the person against whom an allegation of research misconduct has been made, or the person whose actions are the focus of the inquiry or investigation.

(b) *General Guidelines.*

(1) Confidentiality. DOT organizations, including research organizations, are required to safeguard the confidentiality of the inquiry, investigation and decision-making processes, including maintaining complete confidentiality of all records and identities of respondents and complainants.

(2) Retaliation prohibited. If a complainant who has reported possible research misconduct alleges retaliation on the part of DOT organization management, the report will be addressed by management officials who will conduct an inquiry into the allegations followed by an appropriate management action.

(3) Separation of Phases. DOT organizations and research organizations must ensure the separation of the Inquiry, Investigation and Determination Phases of this process.

(4) In general, DOT organizations must strive to protect the interests of the Federal Government and the public in carrying out this process.

(c) *Elements to support a finding of research misconduct.* Research institutions (including contractors) that receive Department of Transportation (DOT) funds shall respond to allegations of research misconduct. The following elements describe the type of behavior, level of intent and burden of proof required to support a finding of research misconduct:

(1) There must be a significant departure from the accepted practices of the relevant research community;

(2) The misconduct must have been committed intentionally, or knowingly, or recklessly and;

(3) The allegation must be proven by a preponderance of the evidence.

- (d) *DOT Oversight Organization Investigation.* The DOT oversight organization may proceed with its own investigation at any time if:
- (1) DOT determines the institution is not prepared to handle the allegation in a manner consistent with this policy;
 - (2) DOT involvement is needed to protect the public interest, including public health and safety;
 - (3) The allegation involves an entity of sufficiently small size (or an individual) that it cannot sufficiently conduct the investigation itself.
 - (4) The DOT oversight organization may take, or cause to be taken, interim administrative actions (including special certifications, assurances, or other administrative actions) when deemed appropriate to protect the welfare of human and animal subjects of research, prevent inappropriate use of Federal funds, or otherwise protect the public interest and safety.
- (e) *Investigating research misconduct.* Research Institutions, or in limited circumstances discussed in Section b, the DOT Oversight Organization, shall use the following procedures to investigate allegations of research misconduct:
- (1) Inquire promptly into the research misconduct allegation and complete an initial inquiry within 60 calendar days after receipt of the allegation.
 - (2) Notify the contracting officer immediately, in writing, when an inquiry results in a determination that an investigation is warranted, and promptly begin an investigation.
 - (3) Ensure the objectivity and expertise of the individuals selected to review allegations and conduct investigations.
 - (4) Conduct the investigation according to established internal procedures and complete it within 120 calendar days of completing the initial inquiry.
 - (5) Document the investigation. Include documentation that:
 - (i) describes the allegation(s);
 - (ii) lists the investigators;
 - (iii) describes the methods and procedures used to gather information and evaluate the allegation(s);
 - (iv) summarizes the records and data compiled, states the findings, and explains the supporting reasons and evidence;
 - (v) states the potential impact of any research misconduct; and

(vi) describes and explains any institutional sanctions or corrective actions recommended, or imposed as appropriate within its jurisdiction and as consistent with other relevant laws.

(6) Provide the respondent (the person against whom an allegation of research misconduct has been made) with a reasonable opportunity (e.g., 30 calendar days) to review and respond to the investigation report. The respondent's written comments or rebuttal will be made part of the investigative record.

(7) Within 30 calendar days after completion of an investigation, forward investigative reports, documentation, and respondent's response to the contracting officer who will coordinate with the oversight organization(s) sponsoring and/or monitoring the federally-funded research.

(8) Time extensions. Contractors should request time extensions as needed, from the contracting officer of the appropriate DOT oversight organization. The contracting officer has discretion to waive time requirements for good cause.

(f) *Activity sanctions or corrective actions.* Upon receipt of the investigative reports from the contractor, the DOT oversight organization, in conjunction with the contracting officer, will review the report, and determine the appropriate administrative action to be taken. In deciding what actions to take, the oversight organizations should consider: the severity of the misconduct; the degree to which the misconduct was knowing, intentional or reckless; and whether it was an isolated event or part of a pattern. Sanctions or corrective actions may range as follows:

(1) Minimal restrictions - such as a letter of reprimand, additional conditions on awards, requiring third-party certification of accuracy or compliance with particular policies, regulations, guidelines, or special terms and conditions;

(2) Moderate restrictions - such as limitations on certain activities or expenditures under an active award, or special reviews of requests for funding;

(3) More severe restrictions - such as termination of an active award, or government-wide suspension or debarment.

(i) When the DOT oversight organization concludes an investigation with a determination of research misconduct, the DOT Office of the Senior Procurement Executive may notify any other sources of research that provide support to the respondent that a finding of research misconduct has been made.

(ii) If there are reasonable indications that criminal violations may have occurred, the DOT oversight organization shall consult with the Office of Inspector General to determine an appropriate course of action, including disbarment or suspension. The DOT oversight organization will notify the respondent in writing of its action, sanctions to be imposed if applicable, and the DOT appeal procedures.

(g) *Appeals and Final Administrative Action.*

(1) The Federal Acquisition Regulation (FAR) governs in all matters pertaining to termination of the contract, and suspension/debarment.

(2) In all other cases, the contractor may appeal the sanction or corrective action through the DOT Research and Technology Coordinating Council (RTCC) to the Deputy Secretary of Transportation, in writing within 30 calendar days after receiving written notification of the research misconduct finding and associated administrative action(s). The contractor shall mail a copy of the appeal to the contracting officer.

(3) If there is no request for appeal within 30 calendar days, the administrative actions of the oversight organization shall be final.

(4) If a request for appeal is received by the RTCC within the 30 calendar day limit, the Deputy Secretary may have the RTCC review the appeal and make recommendations.

(5) The RTCC on behalf of the Deputy Secretary will normally inform the appellant of the final decision on an appeal within 60 calendar days of receipt. This decision will then be the final DOT administrative action.

(h) *Criminal or Civil Fraud Violations.* When the oversight organization concludes an investigation with a determination of research misconduct, the DOT Office of the Senior Procurement Executive may notify any other sources of research that provide support to the respondent. If criminal or civil fraud violations may have occurred, the oversight organization should promptly refer the matter to the DOT Inspector General, the Department of Justice or other appropriate investigative body.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the 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 (DEC 2001)
2. 52.203-3 Gratuities (APR 1984)
3. 52.203-5 Covenant Against Contingent Fees (APR 1984)
4. 52.203-6 Restrictions on Subcontractor Sales to the Government (JUL 1995)
5. 52.203-7 Anti-Kickback Procedures (JUL 1995)
6. 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
7. 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
8. 52.203-12 Limitation on Payment to Influence Certain Federal Transactions (JUN 1997)
9. 52.204-4 Printed or Copied Double-Sided on Recycled Paper (AUG 2000)
10. 52.204-7 Central Contractor Registration (OCT 2003)
11. 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JUL 1995)
12. 52.215-2 Audit and Records - Negotiation (JUN 1999)
13. 52.215-8 Order of Precedence - Uniform Contract Format (OCT 1997)
14. 52.215-10 Price Reduction for Defective Cost or Pricing Data (OCT 1997)
15. 52.215-12 Subcontractor Cost or Pricing Data (OCT 1997)
16. 52.215-14 Integrity of Unit Prices (OCT 1997)
17. 52.215-15 Pension Adjustments and Asset Reversions (OCT 2004)
18. 52.215-17 Waiver of Facilities Capital Cost of Money (OCT 1997)
19. 52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (OCT 1997)

20. 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.
21. 52.216-8 Fixed Fee (MAR 1997)
22. 52.216-18 Ordering (OCT 1995) Fill in: *Effective date of contract through 2010*
23. 52.216-19 Order Limitations (OCT 1995) Fill in:
Paragraph (a) insert “\$25,000”
Paragraph (b) (3) insert “30”
Paragraph (d) insert “15”
24. 52.216-22 Indefinite Quantity (OCT 1995)
25. 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2004)
26. 52.219-8 Utilization of Small Business Concerns (OCT 2000)
27. 52.219-9 Small Business Subcontracting Plan (OCT 2001) - Alternate II (OCT 2001)
28. 52.219-16 Liquidated Damages - Subcontracting Plan (JAN 1999)
29. 52.219-23 Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUN 2003)

b) *Evaluation adjustment.* (1) The Contracting Officer will evaluate offers by adding a factor of 10 percent to the price of all offers, except -

[] Offeror elects to waive the adjustment.
30. 52.222-1 Notice to the Government of Labor Disputes (FEB 1997)
31. 52.222-2 Payment for Overtime Premiums (JUL 1990)
32. 52.222-3 Convict Labor (AUG 1996)
33. 52.222-21 Prohibition of Segregated Facilities (FEB 1999)
34. 52.222-26 Equal Opportunity (APR 2002)
35. 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era,

and Other Eligible Veterans (DEC 2001)

36. 52.222-36 Affirmative Action for Workers with Disabilities (JUN 1998)
37. 52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001)
38. 52.223-5 Pollution Prevention and Right-to-Know Information (APR 1998)
39. 52.223-6 Drug-Free Workplace (MAY 2001)
40. 52.223-13 Certification of Toxic Chemical Release Reporting (AUG 2003)
41. 52.223-14 Toxic Chemical Release Reporting (OCT 2000)
42. 52.225-13 Restrictions on Certain Foreign Purchases (JUL 2000)
43. 52.225-16 Sanctioned European Union Country Services (FEB 2000)
44. 52.226-1 Utilization of Indian Organizations and Indian-Owned Economic Enterprises (JUN 2000)
45. 52.227-1 Authorization and Consent (JUL 1995)
46. 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996)
47. 52.227-14 Rights in Data - General (JUN 1987)
48. 52.227-16 Additional Data Requirements (JUN 1987)
49. 52.228-7 Insurance - Liability to Third Persons (MAR 1996)
50. 52.230-2 Cost Accounting Standards (APR 1998)
51. 52.230-3 Disclosure and Consistency of Cost Accounting Practices (APR 1998)
52. 52.230-5 Cost Accounting Standards—Educational Institution (APR 1998)
53. 52.230-6 Administration of Cost Accounting Standards (APR 2005)
54. 52.232-9 Limitation on Withholding of Payments (APR 1984)
55. 52.232-17 Interest (JUN 1996)

56. 52.232-22 Limitation of Funds (APR 1984)
57. 52.232-23 Assignment of Claims (JAN 1986)
58. 52.232-25 Prompt Payment (FEB 2002) -- Alternate I (Feb 2002)
59. 52.232-33 Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003)
60. 52.233-1 Disputes (JUL 2002)
61. 52.233-3 Protest after Award (AUG 1996) - Alternate I (JUN 1985)
62. 52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)
63. 52.242-1 Notice of Intent to Disallow Costs (APR 1984)
64. 52.242-2 Production Progress Reports (APR 1991)
65. 52.242-3 Penalties for Unallowable Costs (MAY 2001)
66. 52.242-4 Certification of Final Indirect Costs (JAN 1997)
67. 52.242-13 Bankruptcy (JUL 1995)
68. 52.243-2 Changes - Cost-Reimbursement (AUG 1987) - Alternate V (APR 1984)
69. 52.244-2 Subcontracts (AUG 1998) - Alternate II (AUG 1998)
70. 52.244-5 Competition in Subcontracting (DEC 1996)
71. 52.244-6 Subcontracts for Commercial Items (APR 2003)
72. 52.245-5 Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) (JUN 2003)
73. 52.246-25 Limitation of Liability - Services (FEB 1997)
74. 52.249-6 Termination (Cost-Reimbursement) (SEP 1996)
75. 52.249-14 Excusable Delays (APR 1984)
76. 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 – 2 pages
3. Standard Form LLL, Disclosure of Lobbying Activities – 4 pages
Can be obtained at www1.whitehouse.gov/OMB/grants, under SFLLL
4. Form DOT F4220.44, Important Notice to Offerors – 1 page
5. Past Performance Questionnaire – 3 pages
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 541330.
- (2) The small business size standard is 500 people.

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

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

NOTE: Couriers generally cannot deliver sealed bids or offers directly to Room 4410 in the Department of Transportation building at 400 Seventh Street, SW, Washington, D.C. (the DOT Nassif Building). Only uniformed couriers dressed in a uniform bearing their organization's name and possessing official identification may deliver proposals or sealed bids directly to Room 4410. Special security procedures have been instituted which prohibit non-uniformed couriers from delivering material directly to offices. Couriers must deliver material to the Northeast guard station of the building. The guard will accept the material, dismiss the courier, and then the material will be examined and x-rayed prior to being delivered to Room 4410 through the normal building mail delivery procedures, which could add one or more working days. Couriers and individuals delivering packages must have them x-rayed behind the northeast guard station at the DOT Nassif Building (hours of operation: 7 a.m. to 5 p.m. local time) prior to delivery to Room 4410. Offerors must make allowances for these procedures in order to assure that offers arrive in Room 4410 on time. **Bids/offers must be received in Room 4410 by the time and date due, to be considered timely**, not just delivered to a guard station, the Nassif mailroom or loading dock. 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>.

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.eps.gov**.

Please direct all questions to Ms. Samantha A. Reizes at email Samaantha.Reizes@fhwa.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 discussion 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 <<http://www.ccr.gov/>> or <<http://www.ccr.gov/index.cfm>>.

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 cost-plus-fixed-fee task orders) as a result of this solicitation. The Government anticipates awarding a single contract as a result of this solicitation.

THIS REQUIREMENT IS FULL AND OPEN COMPETITION.

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, Offerors should assume an estimated award date of April 27, 2006.

NOTE: Offerors should indicate under Volume I of the proposal the name(s) and title(s) of the person(s) who actually writes 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. Offerors must make a selection for FAR clauses, 52.219-4 and 52.219-23 (See Section I) and return with proposal.
2. In addition, each Offeror must submit an original and 6 copies of the proposal volumes.

Proposal Submittal Location

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

Mailing Address: Federal Highway Administration
Office of Acquisition Management
400 Seventh Street, SW, Room 4410
Washington, DC 20590
Attn: Samantha A. Reizes (HAAM-20A)

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

The combined total page count of Volume I shall not exceed 60 pages including text, figures, tables, resumes and appendices. A Title Page and/or a Table of Contents will not be counted against the 60-page limit. In the event an Offeror exceeds the 60-page limitation, the Government will evaluate only the first 60 pages of the proposal.

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

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 11inch 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 1inch top, bottom and each side.
5. No cost/price data shall be included in VOLUME I.

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. Federal Acquisition Regulations (FAR) rules regarding organizational conflicts of interest are designed to prevent (1) unequal access to information that would give an offeror a competitive advantage; (2) unfair ground rules—e.g., when an offeror has prepared the statement of work or specifications used in a RFP; and (3) impaired objectivity—e.g., when an offeror will evaluate its own products or services or those of a competitor. In view of the potential for an organizational conflict of interest associated with this solicitation, each offeror shall submit a statement to describe its specific involvement in the development of the CP Road Map and accompanying management plan. The statement shall cover the degree of involvement of the offeror, proposed consultants and subcontractors, and key personnel for any of the above. In addition, the offeror shall describe in detail why it believes, due to any previous CP Road Map development involvement, and/or its recent direct involvement with the FHWA program office (HRDI-11), that such involvement does not constitute an organizational conflict of interest giving the offeror an unfair competitive advantage; and/or the steps it has taken or can take, as reflected in its proposal, to avoid or mitigate the potential conflict(s) of interest. If the DOT determines that the offeror's plan has not or cannot acceptably avoid or mitigate the potential conflict(s) of interest, the offeror shall be eliminated from competition in this solicitation. Reference Section H.
3. Proposals shall contain the maximum level of effort anticipated from each position, and sufficient indication of time availability over the next 5 years.

PART II – STAFFING PROPOSAL

The Contractor is required to provide the following staffing with the below mentioned minimum qualifications. 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 staffing shall be provided in staff-hours, and shall correspond to the Level of Effort table, below. Resumes of all 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 proposed personnel are available and committed to fulfill the annual level-of-effort requirements specified for their labor category. Provide letters of commitment for all positions.

NOTE: Offerors shall refer to the technical evaluation in Section M in preparing their staffing

proposals.

PROFESSIONAL STAFFING QUALIFICATIONS

Program Manager

The Program Manager shall be the point of technical and administrative contact between the Government and the Contractor. The Program Manager shall have a minimum of ten years of experience in the management of technical personnel and research studies dealing with concrete pavement construction. He or she shall have a general understanding of concrete pavement design; concrete materials; concrete pavement construction and repair; and laboratory and field testing; as well as an understanding of State highway agency and pavement-related industry organizations and functions. He or she shall have demonstrated exceptional oral and written communications skills. He or she shall have at least a BS degree in engineering technology.

Pavements /Materials Engineer

The Pavements/Materials Engineer shall have a minimum of three years of experience in conducting research studies dealing with pavement design, pavement materials, and/or pavement construction. Additionally, the Pavements/Materials Engineer shall have either a minimum of five years of field experience in highway design or construction, or hold a Master's Degree in Civil Engineering. The Pavements/Materials Engineer shall have an understanding of State highway agency and pavement-related organizations and functions, as well as demonstrated oral and written communications skills.

Information Technology Professional

The Information Technology Professional shall have a BA/BS Degree or higher in computer science or related field. He or she shall have a minimum of two years of experience in information and communication technology. He or she shall be familiar with the life cycle of web site/application development and have a good understanding of XML, GML, and HTML. He or she shall have demonstrated oral and written communications skills, and demonstrated skills in working well with others.

Computer Programmer

The Computer Programmer shall have a BA/BS Degree or higher in computer science or related field. He or she shall have a minimum of two years of experience in providing computer programming functions, preferably for pavement related activities. The Computer Programmer shall be competent in languages such as Visual Basic and C++ and databases such as Oracle and ACCESS. Additionally, he or she shall have demonstrated experience in writing user's manuals and help files and in applying the requirements of Section 508 of the Rehabilitation Act.

Technical Writer

The Technical Writer shall have at least a Bachelor’s Degree or Diploma in Professional Writing, Public Relations, Communications, Arts or Business. The Technical Writer shall have a minimum of three years of experience writing documentation in a formal team writing environment to create documentation for technical and end-user audiences. He or she shall have demonstrated research, writing, editing, and technical skills.

Facilitator

The Facilitator shall have at least a BS Degree in engineering technology and a minimum of seven years of experience in conducting research studies dealing with pavement design, pavement materials, and/or pavement construction. The Facilitator shall have demonstrated experience in facilitating meetings involving management and executive level personnel as well as technical level personnel, as well as demonstrated exceptional oral and written communications skills. Completion of courses on topics such as tests and measures, group processes, organizational development, psychology, and educational design is a plus.

OTHER STAFFING QUALIFICATIONS

Administrative Support

Administrative Support shall be experienced in providing clerical support to technically focused staff and in preparing technical reports, and shall possess at least a high school diploma.

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, Offerors 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 Period		Optional Period			
	12 months Hours	Year 1 Hours	Year 2 Hours	Year 3 Hours	Year 4 Hours	Total Hours
Program Manager	1100	1000	1000	1000	930	5030
Pavements/Materials Engineer	1000	1000	1000	950	940	4890
IT Professional	400	300	200	200	100	1200
Computer Programmer	500	400	400	350	350	2000
Technical Writer	150	150	150	150	150	750

Facilitator	150	100	90	80	80	500
Administrative Support	800	800	700	700	710	3710
TOTAL	4100	3750	3540	3430	3260	18080

This estimate is the Government’s maximum anticipated level of effort and is provided for proposal preparation purposes only. The Government’s actual requirements will be established during the course of contract performance through the issuance of Task Orders.

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.

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 absence 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. Offerors 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.)

NOTE: For proposal preparation purposes, all Offerors shall assume a total Travel cost of \$160,000 (\$32,000 for the base period and \$32,000 for each option year), supply costs of \$50,000 (\$10,000 for the base period and \$10,000 for each option year) and copy costs of \$25,000 (\$5,000 for the base period and \$5,000 for each option year).

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).

- f. Profit/Fee: Offerors shall include a proposed fee and its base. For pricing purposes, Offerors shall propose fee based upon the assumption of all cost-plus-fixed-fee task orders. The proposed fee will be utilized for pricing purposes only. While it should represent the Offeror's average anticipated fee, the actual profit/fee will be negotiated at the task order level, and may vary due to the complexity and risk associated with each task order.

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.
- 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.).

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, Room 4404, 400 Seventh Street, SW., Washington, D.C. 20590.
- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

I. FEDERAL ACQUISITION 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)

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

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

EVALUATION CRITERIA

General

The Government's source selection decision will be based on the following four factors listed in order of descending importance: (A) Technical; (B) Cost; (C) Past Performance; and (D) Small Disadvantaged Business Participation. 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 knowledge, ability, and soundness of management and technical approach to perform all tasks
 - b. Understanding of overall vision for CP Road Map and ability to clearly describe the resulting product (system of concrete pavement technologies)
 - c. Adequacy of discussion of potential problems and barriers to overcome along with their possible solutions
 - d. Demonstrated initiative, ingenuity, and creativity to improve likelihood of success of CP Road Map
 - e. Demonstrated ability to create desired synergy among CP Road Map participants
2. Offeror's indication of sufficient resources
 - a. Demonstrated experience and qualifications of proposed program manager
 - b. Demonstrated experience and qualifications of proposed professional staffing
 - c. Demonstrated experience with large research projects requiring coordination with Federal, State, and private stakeholders

- d. Demonstrated adequacy of the offeror's facilities and equipment to successfully provide CP Road Map administrative support

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.

D. Small Disadvantaged Business Participation

The Government will consider the following information in evaluating the offeror's proposed SDB Participation:

1. Percentage of total contract value.
2. Complexity of work to be performed by SDBs (ie. work considered technology or research intensive).
3. Specific identification of SDB subcontractors with associated work.
4. Reasonableness of the offeror's proposed plans and procedures for attaining the proposed SDB targets.

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
- (D) Small Disadvantaged Business (SDB) Participation

When combined, Technical, Past Performance, and SDB Participation 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).