Develop a System to Design Construction and Maintenance of Porous Graded Asphalt (PGA) Surface Courses

Solicitation Number: DTFH6114R00019
Agencies: Department of Transportation
Office: Federal Highway Administration (FHWA)
Location: Office of Acquisitions Management

Notice Details | Packages | Interested Vendors List

This synopsis is issued in accordance with FAR Part 5.203 in response to the mandatory requirement for a 15 day pre-solicitation notification. The purpose of this synopsis is to announce the Federal Highway Administration's intent to issue a solicitation for a Full and Open Competition to procure the services of a contractor to provide non-personal technical support for Develop a System to Design, Construction and Maintenance of Porous Graded Asphalt (PGA) Surface Courses.

The overall objective of this research is to support FHWA by advancing the current knowledge and state-of-the-art practices in the sciences and technologies utilized in the planning, design, construction, operation, maintenance and management of the PGA used on the Nation's Highways.

The specific work to be performed shall include but not be limited to the following: Develop and implement a comprehensive system to design, construct and maintain porous-graded asphalt (PGA) to be applied on a National scale; Synthesize relevant information; Develop and carry out a research and implementation plan; Develop and present a final report.

The solicitation will be released electronically via the Government Point of Entry (GPO) otherwise known as Federal Business Opportunities or www.fbo.gov. As such, no written, telephonic or other type of request for an advance copy of the solicitation will be entertained at this time. Potential offerors/vendors are encouraged to register on www.fbo.gov to receive any further information in reference to the subject action inclusive of any amendments, and/or announcements in the solicitation after its release.

As a result of this solicitation, the FHWA intends to award a single Time and Material, Direct Labor Hour (T&M) contract. The anticipated period of performance shall be within 36 months from the effective date of the contract.

This requirement is full and open competition pursuant to NAICS code 541712 with a size standard of 500 employees.

Any questions regarding this synopsis should be directed to Dana W. Ivey, Contract Specialist, via email at Dana.W.Ivey@dot.gov.

Advertised: March 26, 2014 4:32 pm
The solicitation is being issued. Questions are due no later than March 17, 2014 12:00 PM Eastern.

Proposals are due in accordance with Block 9 of the SF33 no later than April 7, 2014 12:30 PM Eastern.

Advertised: March 31, 2014 2:03 pm
Modification to Issue Amendment No. 1. Proposals are due in accordance with
SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS NOT A RATED ORDER UNDER DPAS (15 CFR 700)

2. CONTRACT NUMBER

3. SOLICITATION NUMBER

4. TYPE OF SOLICITATION

5. DATE ISSUED

6. REQUISITION/PURCHASE NO.

7. ISSUED BY

Federal Highway Administration
Office of Acquisition Management
1200 New Jersey Ave. S.E. Rm E 65-101
Washington, DC 20590

NOTE: In sealed bid solicitations “offer” and “offeror” mean “bid” and “bidder”

8. ADDRESS OFFER TO (If other than Item 7)

Federal Highway Administration
Office of Acquisition Management
1200 New Jersey Ave. S.E. Rm E 65-101
ATTN: Dana Ivey

NOTE: In sealed bid solicitations “offer” and “offeror” mean “bid” and “bidder”

9. Sealed offers in see Section L for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in 1200 New Jersey Avenue, SE, E65-101 until April 7, 2014 local time 12:30 pm.

CAUTION — LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation. THIS PROCUREMENT IS BEING ISSUED AS FULL AND OPEN COMPETITION.

10. FOR INFORMATION CALL:

Primary Contact: Dana Ivey
Secondary Contact: Robin Hobbs

AREA CODE NUMBER EXT.
202 366-1001 Dana.W.Ivey@dot.gov.
202 366-4004 Robin.Hobbs@dot.gov.

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 120 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT

14. ACKNOWLEDGMENT OF AMENDMENTS

(See Section I, Clause No. 32.305-8)

15A. NAME AND ADDRESS OF OFFEROR

CODE FACILITY

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

15B. TELEPHONE NUMBER

AREA CODE NUMBER EXT.

15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE

17. SIGNATURE

18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED

20. AMOUNT

21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:

10 U.S.C. 2304(c) ( ) 41 U.S.C. 253(c)( )

23. SUBMIT INVOICES TO ADDRESS 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

28. AWARD DATE

(Signature of Contracting Officer)

IMPORTANT – Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.
SECTION B  
SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 CONTRACT SUMMARY

The Contractor shall furnish all equipment, travel, materials and personnel necessary to provide the Federal Highway Administration (FHWA) with non-personal technical support for “Develop a System to Design, Construction and Maintenance of Porous Graded Asphalt (PGA) Surface Courses”, as described in Section C below.

This is a Time and Material, Labor Hour (T&M) contract.

B.2 SCHEDULE OF RATES

Labor category/skill sets and maximum rates per category effective under this contract are listed in J.1. The Title, description/responsibilities, and the fully burdened hourly rate govern the entire period of performance.

(End of Section B)
SECTION C
DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 BACKGROUND

Safety is a primary concern of the United States of America (USA) Department of Transportation (DOT) Federal Highway Administration (FHWA). For roadway vehicular traffic, the factors having primary influence on safety, aside from the vehicles and motorists, are geometric design, traffic control devices and pavement surface characteristics. For pavements, the surface characteristics are controllable, primarily in terms of pavement mix design and construction quality. Two of the main aspects of pavement surfaces that affect safety are skid resistance and splash and spray during inclement weather. Pavement surface types that have an open aggregate gradation prevent surface water collecting in travelling lanes which provides an obvious safety benefit in terms of reduced hydroplane potential as well as improved driver visibility through reduction in “splash and spray.” At the same time, these open or porous pavement surfaces tend to improve frictional aspects that reduce vehicle-to-vehicle collisions and roadway departures, especially in wet surface conditions. These characteristics of surface mixes are often associated with a reduction in tire noise, which may reduce noise control mitigation requirements. Another factor where PGAs may play a positive role is through the retention of surface water runoff contaminants to prevent immediate discharge into the watershed.

Pavement surfaces that meet this description are Open Graded Friction Courses (OGFS) and Permeable Friction Courses (PFC). Differences between these include the thickness of the surface course, gradation of the mix and the resulting air voids in the asphalt-aggregate matrix. These are also surface mixes, meaning that they overlay non-permeable layers, whereas full depth permeable pavements allow water to penetrate through the entire structure. For the purpose of this Statement of Work, the term Porous-Graded Asphalt (PGA) pavements refers to all of these types.

In some cases, State Highway Agency (SHA) experience has been quite positive with these mixes, and as a result they were implemented for the benefits mentioned above. In addition, some of these mixes are being successfully used in other countries. However, some SHAs have had negative experiences in the past, many of which because of reduced service life associated with excessive raveling following numerous freeze and thaw events.

Another concern that agencies raise with these mixes is their impact on snow and ice control maintenance operations. Because of their porosity, standard snow and ice control treatments may require higher application rates and other operational changes from conventional surface mixes. In addition, over time, the pores in these mixes have filled with debris.

It is possible that poor PGA performance was related to a lack of understanding of materials selection and application of proper construction practices that are critical to PGA performance. Considerable advancements in the understanding of these factors are believed to contribute to PGA designs with enhanced performance.

In recent years, significant research investments have been made to improve asphalt binders with various additives, and the time is right to examine how these and other advances can be
applied to increasing the durability of PGA mixes. Doing so will increase the appeal of these mixes so that their safety and environmental benefits can be realized by a greater percentage of the driving public. Guidelines are also needed to convey the construction and maintenance practices that are required for increased durability.


Despite these efforts however, the implementation of PGA surface course on the USA National Highway System is not wide-spread, and therefore the benefits of using them not fully realized. A concerted effort is needed to develop a comprehensive system to design and maintain PGA and develop guidance that can be optimized for requirements that vary by SHA and region on a National basis.

Note: The agency selected to conduct this research shall coordinate with those conducting the anticipated NCHRP Project 1-55 “Performance-Based Mix Design of Porous Friction Courses.” Coordination will be facilitated through the COR and NCHRP staff member.

C.2 OBJECTIVES

The overall objective of this research is to support FHWA by advancing the current knowledge and state-of-the-practice in the sciences and technologies utilized in the planning, design, construction, operation, maintenance and management of the PGA used in the Nation’s highways, described in the background section above.

C.3 SCOPE OF WORK

The scope of this work is to address the development and implementation of a comprehensive system to design, construct and maintain porous-graded asphalt (PGA) that can be applied on a National basis and that can be optimized for requirements as they vary by SHA and region. These PGA mixes are not limited to any thickness other than that imposed by current construction equipment. This shall require synthesizing relevant information available and building upon that information to develop and carry out a research and implementation plan. Strategically, this research will enable and expedite the development and deployment of PGA which will greatly improve the safety and efficiency of highway transportation.

C.4 TASK AREA REQUIREMENTS

Phase I

C.4.1 Task 1 – Coordinate and Conduct a Kickoff Meeting
Task 1 – Within 30 days of award the Contractor shall coordinate and conduct a kickoff meeting with the COR to clarify the scope of work, delivery schedule, delineate roles and responsibilities, and establish communication protocols. The Contractor shall prepare and submit to the COR a summary of the meeting within 1 week.

C.4.2 Task 2 Develop a Work Plan

Task 2 – The Contractor shall develop a work plan for the development of the PGA design, construction and maintenance system along with an implementation and marketing plan as follows:

Task 2.1 – Literature Synthesis

The Contractor shall synthesize previous PGA-related research as a part of developing the Task 2 work plan. The synthesis shall include, but is not limited to the topics listed below.

- Quantification of roadway safety improvements with PGAs
- PGA Application Considerations
  - Various roadway speeds
  - Storm water runoff and pollution retention
  - Wet-weather risks
  - Roadway functional class
  - Geometric concerns and design
  - Economic considerations
- Material Selection and Mix Design
  - Required aggregate properties
  - Optimum asphalt characteristics and content for durability and drainage
  - Asphalt additives
  - Laboratory sample preparation and testing
  - Cold weather PGAs Design
  - Optimized Requirement-specific design
  - Recycled materials
- Structural Design
  - Subsurface materials selection
- Subsurface layer treatments
- Response and performance modeling

Specifications and Construction
- Quality Assurance
- Acceptance Testing
- Weather Conditions
- Environmental Concerns
- Equipment

Maintenance and Preservation
  i. Cleaning
  ii. Raveling prevention
  iii. Winter maintenance

Task 2.2 – Development of Work Plan and Phase I Report

Based on the information gathered in the Task 2.1 Literature Synthesis, the Contractor shall develop a work plan for a comprehensive PGA system that addresses strengths and shortcomings of previous or current related efforts. The PGA system work plan shall also address implementation and marketing. The PGA system shall be comprehensive in the sense that it considers site selection guidance, materials selection and design procedures, and guidance for construction and maintenance. The PGA Design, Construction and Maintenance System shall include, at a minimum:

- Site selection guidance
- Material selection guidance
- Mix design procedure for PGA mixes
- Quality Assurance Procedures
- Economic considerations
- Guidance document(s) on the best practices in production and construction and maintenance of PGA mixes targeted at State highway agencies.

The Contractor shall submit the draft phase I report to the COR for review and approval. The Contractor shall allow up to 3 months for FHWA review and approval, which will likely require iterative requests and responses to technical feedback. However, the time required may be less than 3 months.

Phase II –
The conduct of this phase is dependent upon Government approval of the Phase I work plan.

**Task 3 Execution of Approved Phase I Work**

Task 3 – The Contractor shall carry out the work approved in the Phase I report as authorized in writing by the Contracting Officer.

**Task 4 Draft and Final Report**

Task 4 – Final Report: The Contractor shall prepare and submit a draft final report both electronically and by bound hardcopy to the COR. The COR may request an in-person presentation of the results of the work.

The final report shall contain some, but perhaps not all, of the information from both the phase I and phase II efforts. The decision will be based on the technical review of the draft final report. The Contractor shall allow up to 5 months between the submission of the draft final to allow for editorial review, acceptance and publication.

The development of the following product(s) shall be documented in the final report:

- PGA Design System:
  - Guidance Manual
    - Site selection: Optimization of factors including functional classification, geometry, climate and economic considerations
  - Mix design
  - Structural design
  - Quality Assurance
  - Production and construction
  - Maintenance

- AASHTO-format mix design procedure

- Technical Brief

- Project Data Set

**C.5 GENERAL REQUIREMENTS**

Government Printing Requirements

*Printers Dummy*
As final copy, the Contractor shall prepare a full-sized (or 90 percent-sized) dummy of the document, showing pagination, colors used, photo placement, and placement of text and all other visual elements.

*Printers Disks*

The final electronic files for printing shall be delivered to the FHWA on CD-ROMs, or other acceptable media. The disk shall include all necessary files for producing the printed document, and be accompanied by the standard GPO Form 952, Desktop Publishing----Disk Information. If the Contractor fails to provide explicit instructions and all needed files and information with the final deliverables (printers dummy and printer’s disks) the printing process will be delayed until the FHWA receives corrected files or information from the Contractor. The FHWA is not responsible for any additional costs, which may be incurred as a result of missing or incomplete information provided by the Contractor.

**C.6 GENERAL SECURITY REQUIREMENTS**

The Contractor shall establish appropriate administrative, technical, and physical safeguards to protect any and all Government data, to ensure the confidentiality, integrity, and availability of government data. As a minimum, this shall include protection for personnel security, electronic security and physical security as listed in the sections that follow:

**C.7 DISSEMINATION OF INFORMATION/PUBLISHING**

There shall be no dissemination or publication, except within and between the Contractor and any Subcontractors or specified Integrated Product/Process Team (IPT) members who have a need to know, of information developed under this contract or contained in the reports to be furnished pursuant to this contract without prior written approval of the CO. FHWA approval for publication will require protection of intellectual property and patent rights of both FHWA and the Contractor.

**C.8 DATA RIGHTS**

The Government will retain unlimited rights to all intellectual property and technical data produced in the course of developing, deploying, training, using and supporting FHWA or other Federal agencies under this contract. All modifications to Government Off-The-Shelf (GOTS) or Commercial Off-The-Shelf (COTS) software, middleware, hardware, or source code will need prior approval by FHWA and will be the sole property of the Government. The Contractor will be required to negotiate agreements with commercial system vendors relating to non-disclosure of vendor-proprietary information.

**C.9 GOVERNMENT FURNISHED EQUIPMENT/INFORMATION/PROPERTY**

Government furnished equipment/information is not anticipated in the performance of this contract.
C.10 PLACE OF PERFORMANCE

All work resulting from this proposal will be performed at the contractor’s site. No work will be performed on-site at FHWA, except for any meetings that may be required to be held at the Turner-Fairbank Highway Research Center (TFHRC) located at 6300 Georgetown Pike, McLean, VA 22101 as part of the offeror’s proposal.

C.11 HOURS OF WORK

The Contractor shall have a representative available to respond to the Government within 24 hours, Monday through Friday, of any inquiry by phone or email. The Contractor shall organize and coordinate its staff as necessary to meet performance objectives. Overtime is not authorized under this contract.

C.12 CONTRACTOR REQUIRED LICENSES/CERTIFICATIONS/TRAINING

The Contractor shall provide qualified and trained personnel.

C.13 TRAVEL

The Contractor shall coordinate any travel in support of Government requirements and require prior approval from the COR. The Government COR will specify the travel dates and location (if necessary). The Contractor shall not travel unless adequate funds have been obligated to the contract for travel and required prior approval from the COR.

C.14 DIRECT LABOR RATES

Direct Labor rates under this contract includes Contractor employee labor, Sub-Contractor employee labor and Consultant labor. The direct labor rates are fully burdened with all proportional overhead, fringe, profit/fee, G&A, etc. Maximum direct labor rates are identified in Section J.1.

C.15 REPORTS AND DELIVERABLES


All fonts used in the documents must be supplied on 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. If graphics were not created by the author
or through service of this contract, then permissions must be obtained and delivered with submission of any deliverable. Files should be provided in a manageable size of 3 Mb or less.

**Progress Reports**

The Contractor shall submit a quarterly progress report by the 15\textsuperscript{th} of the month following the report period. The report shall provide at a minimum:

a) Description of work accomplished on each project including:
   - Assigned staff
   - Progress of synthesis, research, implementation and marketing plans
   - Schedule of activities planned for the next 2 months
   - Deviations from schedule proposed for the report period
   - Qualitative summary of findings from data analyses
   - Issues or risks with planned schedule
b) A tabulation of the planned, actual and cumulative person-hours expended by the contractor personnel
c) A chart showing current (reporting period) and cumulative expenditures.
d) Completed deliverables
e) Travel taken during period

**Schedule of Deliverables**

The contractor shall prepare and submit the deliverables as required and defined in this work statement in accordance with the delivery schedule, in Section F.
SECTION D
PACKAGING AND MARKING

D1. PACKAGING

Preservation, packing, and packaging of items for shipment shall be in accordance with commercial practice and adequate for acceptance by common carrier for safe transportation at the most economical rates.

D2. SHIPPING AND MARKING

The Contractor shall use the U.S. Postal Service standard delivery for delivery of materials, equipment, or required hardcopy documents. The COR must approve all exceptions to this requirement.

Shipment of deliverable items, other than reports, shall be as follows:

Ship to:

FEDERAL HIGHWAY ADMINISTRATION
HRDI - 20
6300 Georgetown Pike
McLean, VA  22101

Mark for: (TBD)

The Contractor shall mark each shipment with the company name, this Contract number, the item identification, quantity of items, and notice of partial or final delivery.

D3. F.O.B. POINT

The F.O.B. point for all items, unless otherwise directed by the Government, shall be:

FEDERAL HIGHWAY ADMINISTRATION
HRDI - 20
6300 Georgetown Pike
McLean, VA  22101

All items shall be shipped F.O.B. destination unless otherwise specified.
SECTION E
INSPECTION AND ACCEPTANCE

E.1 CLAUSES INCORPORATED BY REFERENCE

52.246-4 INSPECTION OF SERVICES – FIXED PRICE (AUG 1996)
52.246-6 INSPECTION-TIME AND MATERIAL AND LABOR HOUR (MAY 2001)
52.246-9 INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM) APR 1984

E.2 INSPECTION AND ACCEPTANCE

All work hereunder shall be subject to review by the Government. The COR specified in the COR appointment letter(s) is responsible for inspection and acceptance of all incoming shipments, documents, and services.

E.3 ACCEPTANCE CRITERIA

Certification by the Government of satisfactory services provided is contingent upon the Contractor performing in accordance with the terms and conditions of the contract, any task orders issued, and all amendments.

E.4 GOVERNMENT ACCEPTANCE PERIOD

Unless stated elsewhere in Section C, the COR will have thirty (30) calendar days to review draft deliverables and make comments. The Contractor shall have five (5) workdays to make corrections and return the corrected deliverable to the government.

Upon receipt of the final deliverables, the COR will have ten (10) workdays for final review prior to acceptance or providing documented reasons for non-acceptance.
SECTION F
DELIVERIES OR PERFORMANCE

F.1 CLAUSES INCORPORATED BY REFERENCE

52.242-15  STOP-WORK ORDER (AUG 1989)

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

F.2 PERIOD OF PERFORMANCE

The period of performance of this Time and Material, Labor Hour Contract is not to exceed thirty-six (36) months from the date of award. There are no option periods under the contract.

F.3 METHOD OF DELIVERY

Electronic copies shall be delivered using Microsoft Office suite of tools (for example, MS WORD, MS EXCEL, MS POWERPOINT, MS PROJECT, or MS ACCESS format), unless otherwise specified by the COR. Electronic submission shall be made via email, unless otherwise agreed to by the COR.

F.4 DELIVERY SCHEDULE ABBREVIATIONS

The following abbreviations are used in the delivery/deliverable schedule:

<table>
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<tr>
<th>Abbreviation</th>
<th>Definition</th>
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<tr>
<td>CO</td>
<td>Contracting Officer</td>
</tr>
<tr>
<td>COR</td>
<td>Contracting Officer's Representative</td>
</tr>
<tr>
<td>Days</td>
<td>Calendar Days unless otherwise specified</td>
</tr>
<tr>
<td>E</td>
<td>Electronic Copy</td>
</tr>
<tr>
<td>H</td>
<td>Hard Copy</td>
</tr>
<tr>
<td>NLT</td>
<td>Not Later Than</td>
</tr>
<tr>
<td>WDA</td>
<td>Working Days After</td>
</tr>
</tbody>
</table>

F.5 DELIVERABLE/DELIVERY SUMMARY

The Deliverable date in which specified work is due.

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Notes</th>
<th>Due Date</th>
<th>To</th>
</tr>
</thead>
<tbody>
<tr>
<td>Progress Report</td>
<td>See paragraph C.15</td>
<td>15th of Month Following the Quarter</td>
<td>CO, COR</td>
</tr>
<tr>
<td>Task 1</td>
<td>Kick-off meeting summary</td>
<td>Written summary of discussions, decisions and action items</td>
<td>1 week from date of meeting</td>
</tr>
<tr>
<td>Task 2</td>
<td>Draft Phase I Report</td>
<td>Includes literature synthesis, research, implementation and marketing plans</td>
<td>The offeror shall determine the due date based on its work plan</td>
</tr>
<tr>
<td>-------</td>
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<td>---------------------------------------------------------------------------</td>
<td>----------------------------------------------------------------</td>
</tr>
<tr>
<td>Task 2</td>
<td>Final Phase I Report</td>
<td>Incorporates modifications resulting from FHWA technical review</td>
<td>Up to 3 months from delivery of draft Phase I Report</td>
</tr>
<tr>
<td>Task 4</td>
<td>Draft Final Report (Phase II)</td>
<td>Full documentation of synthesis, PGA system development, implementation and marketing plans</td>
<td>The offeror shall determine the due date based on its work plan</td>
</tr>
<tr>
<td>Task 4</td>
<td>Draft PGA System</td>
<td>Manual with guidance, procedures and data necessary to implement the comprehensive PGA system</td>
<td>With the draft final report</td>
</tr>
<tr>
<td>Task 4</td>
<td>Draft AASHTO-format Mix Design Procedure</td>
<td>To be consistent with AASHTO format requirements and for review by FHWA Expert Task Groups, the AASHTO Subcommittee on Materials and the Joint Technical Committee on Pavements</td>
<td>With the draft final report</td>
</tr>
<tr>
<td>Task 4</td>
<td>Draft Technical Brief</td>
<td>A brief summary of the PGA system product and its application</td>
<td>With the draft final report</td>
</tr>
<tr>
<td>Task 4</td>
<td>Draft Project Data Set</td>
<td>Data shall be in CSV format accompanied by suitable metadata to provide sufficient context.</td>
<td>With draft final report</td>
</tr>
<tr>
<td>Task 4</td>
<td>Final Report</td>
<td>Responsive to all technical and editorial review comments</td>
<td>Up to 5 months from delivery of draft</td>
</tr>
<tr>
<td>Task 4</td>
<td>PGA System</td>
<td>Responsive to all technical and editorial review comments</td>
<td>Up to 5 months from delivery of draft</td>
</tr>
<tr>
<td>Task 4</td>
<td>Proposed AASHTO PGA mix design procedure</td>
<td>Responsive to all technical and editorial review comments received up to that point in time</td>
<td>Up to 5 months from delivery of draft</td>
</tr>
<tr>
<td>Task 4</td>
<td>Final Tech Brief</td>
<td>Responsive to all technical and editorial review comments</td>
<td>Up to 5 months from delivery of draft</td>
</tr>
<tr>
<td>Task 4</td>
<td>Final Project Data Set</td>
<td>Verified and accepted for archival and retrieval purposes</td>
<td>Up to 5 months from delivery of draft</td>
</tr>
</tbody>
</table>
SECTION G
CONTRACT ADMINISTRATION DATA

G.1 CONTRACT ADMINISTRATION DATA

The Contractor shall provide sufficient management to ensure that this contract is performed efficiently, accurately, on time, and in compliance with the requirements of this document. Specifically, the Contractor shall designate a single manager to oversee this contract and supervise staff assigned to this contract.

G.2 CONTRACTING OFFICER’S AUTHORITY

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract, and, notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer. In the event the contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract terms and conditions, including price.

Contracting Officer’s Address:

1200 New Jersey Avenue, SE
Room: E65-101 – Mail Code: HCFA - 22
Washington, DC  20590

G.3 CONTRACTING OFFICER’S REPRESENTATIVE (COR)

(a) The Contracting Officer's Representative (COR) may be changed at any time by the Government without prior notice to the contractor by unilateral notice or unilateral modification to the contract. The COR is located at:

* The name and address of the COR will be designated at the time of contract award.

(b) The responsibilities and limitations of the COR are as follows:

(1) The COR is responsible for the technical aspects of the contract and serves as technical liaison with the contractor. The COR is also responsible for the final inspection and acceptance of all deliverables and such other responsibilities as may be specified in the contract.

(2) The COR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the contract price, terms or conditions. Any contractor request for changes shall be referred to the Contracting Officer directly or through the COR. No such changes shall be made without the express written prior authorization of the Contracting Officer. The Contracting Officer may designate assistant or alternate COR(s) to act for the COR by naming such assistant/alternate(s) in writing and transmitting a copy of such designation to the contractor.
(c) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor’s risk.

G.4 PAYMENT – TIME AND MATERIAL AND LABOR HOUR

For Time and Material/Labor Hour, unless otherwise specified in the contract, the Contractor may request payment on a monthly basis for work performed during the preceding month. The Contractor shall provide sufficient detail, including hours work by rate, to support the invoice.

The Contractor shall not accrue costs in excess of the amount funded under this Time and Material/Labor Hour contract. Any work performed in excess of the amount funded is at the Contractor’s own risk.

G.5 SUBMISSION OF INVOICES

Submit invoices and required supporting documents, electronically via e-mail to the following e-mail address: 9-AMC-AMZ-FHWA-Invoices@faa.gov.

(a) A separate invoice shall be submitted for each Task Order issued under this contract (applicable to IDIQ contracts).
(b) Invoices shall be submitted within 10 days after delivery or performance of work, but not more frequently than monthly.
(c) Include the invoice and supporting documents as an attached PDF document.
(d) Include in the e-mail subject line the following:
   (i) Invoice #
   (ii) Contract Number
   (iii) Name of your Company/Organization
   (iv) Attention: Contract Specialist
   (v) Example: Invoice No. 1 of Contract No. DTFH61-09-C-00001 ABC Corporation, Attention: Jimmy Dear

(e) Documentation shall include:
   (1) Name and address of the Contractor.
   (2) Invoice number, invoice date, and Contract Number.
   (3) Contract number and title.
   (4) Period of work billed.
   (5) Amount billed by CLIN under the Contract.
   (6) Hours expended per individual under the Contract (for Time and Material/Labor Hour Contracts)
   (7) Total amount of billing and cumulative total billed for all work under the Task Order to date.
   (8) Name and address of the individual to whom payment should be sent.
   (9) Name, title, phone number, and mailing address of person to be contacted in the event of a defective invoice.
   (10) Name of the Contracting Officer.
(f) If the invoice and supporting documents exceed 8 MB, the Contractor must select one of two non-electronic submission options presented below:

1. Invoice may be submitted via regular U.S. Postal Service to the following P.O. Box address:

Federal Highway Administration
Markview Processing
P.O. Box 268865
Oklahoma City, OK 73126-8865
Attention: (To be filled in at award)

2. Invoice submitted via an overnight service must use the following physical address because delivery services other than the U.S. Postal Service will not deliver to the P.O. Box address noted above:

MMAC
FHWA/AMZ-150
6500 MacArthur Blvd.
Oklahoma City, OK 73169
Attention: (To be filled in at award)

Express Delivery Point of Contact: Lead Accounting Technician, HQ Room 291, phone number: 405-954-8252

NOTE: All three invoice submission options described above (e-mail, U.S. Postal Service or overnight service) result in the delivery of the invoice to the same finance office in Oklahoma City, OK.

G.6 TRAVEL AND PER DIEM

Travel (other than local) may be expected to occur throughout the duration of the contract. The COR will issue the written request for travel if required (excluding local travel) to the contractor with each task order.

The Contractor shall invoice in accordance with FAR 31.205-46, Travel Costs, and Federal Travel Regulations, and must submit documentation of all travel costs.

Travel requirements under this contract shall be met using the most economical form of transportation available. All travel shall be scheduled sufficiently in advance to take advantage of offered discount rates, unless authorized by the Contracting Officer.

G.7 KEY PERSONNEL

The following individuals are designated as Key Personnel under this contract:
In the event that any Key Personnel become unavailable to continue in the performance of this contract, the appointment of a replacement of equal caliber shall be subject to prior approval of the Contracting Officer.

**G.8 CONTRACTOR SUPERVISION**

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

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<tr>
<th>Position</th>
<th>Staff Member</th>
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SECTION H
SPECIAL CONTRACT REQUIREMENTS

H.1 CONTRACT START UP

The Contractor shall be prepared to perform all work set forth in Section C upon the effective date of the Contract.

H.2 PROCUREMENT AUTHORITY

The Federal Highway Administration, Office of Acquisition and Grants Management, is the only agency that is authorized to modify, suspend, or terminate performance under this Contract.

H.3 NON-PERSONAL SERVICES CONTRACT

This contract is a “non-personal services contract” as defined in the FAR Subpart 37.101. It is understood and agreed that the Contractor and/or Contractor’s employees, consultants and Subcontractors:

(a) Shall perform the services specified herein as independent Contractors, not as employees of the Government.

(b) Shall be responsible for their own management and administration of the work required, and bear sole responsibility for complying with any and all technical, schedule, or financial requirements or constraints attendant to the performance of this contract.

(c) Shall be free from any direct or indirect supervision or control by any Government employee with respect to the manner or method of performance of the services specified; however

(d) Shall, pursuant to the government rights under contract clauses such as “Inspection,” and “Key Personnel” comply with such general direction of authorized Government employees as is necessary and appropriate to ensure accomplishment of the contract requirements and objectives.

H.4 POST-AWARD EVALUATION OF CONTRACTOR PERFORMANCE

Contractor Performance Evaluations

a. Interim and final evaluations of Contractor performance will be prepared on this contract in accordance with FAR 42.1503 and TAM 1242.1503. The final performance evaluations will be prepared at the time of completion of work.
b. The Contractor can elect to review the evaluation and submit additional information or a rebuttal statement. The Contractor will be permitted 30 calendar days to respond. Contractor response is voluntary. If the Contractor does not respond within 30 days, the Government will presume that the Contractor has no comment. Any disagreement between the parties regarding an evaluation will be referred to an individual at a level above the Contracting Officer, whose decision is final.

c. 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.

Federal Highway Administration utilizes the Contractor Performance Assessment Reporting System (CPARS) to record and maintain past performance information. CPARS hosts a suite of web-enabled applications that are used to document Contractor performance information that is required by Federal Regulations.


The registration process requires the Contractor to identify an individual that will serve as a primary contact. This individual will be authorized access to the evaluation for review and comment. In addition, the Contractor is encouraged to identify a secondary contact in the event the primary contact is unavailable to process the evaluation within the required 30-day time period. After the FHWA Contract Specialist registers the contract in CPARS, the Contractor will receive a system generated e-mail notifying him/her that the contract is registered. A system generated e-mail will also provide the Contractor with a User ID if the person does not already have a CPARS User ID.

Once a performance evaluation has been prepared and is ready for comment, the Contractor representative will receive a system generated e-mail notification that the performance evaluation is electronically available for review and comment. The Contractor representative will receive an automated e-mail whenever an assessment is completed and can subsequently retrieve the completed assessment from CPARS.

Contractors may access evaluations at www.cpars.csd.disa.mil for review and comment in CPARS.

H.5 RECORDS MANAGEMENT

The Contractor shall comply with all Federal and DOT records management regulations regarding Federal recordkeeping requirements including the creation, maintenance and use, and disposition of records in all media (paper, electronic, audiovisual, Web sites, etc.).


**H.6 PROPRIETARY RIGHTS IN REPORTS**

All property rights, including publication rights, in progress reports and final reports produced by the Contractor in connection with this contract provided for hereunder shall rest in the Government.

**H.7 LIABILITY**

The Contractor shall protect, defend, indemnify, save, and hold harmless the United States Government and its employees or agents, from and against any and all claims, demands, expenses, causes of action, judgments and liability arising out of, or in connection with, any fault, negligence, or wrongful acts or omissions of the Contractor, its agents, subcontractors, employees, assignees, or anyone for whom the Contractor may be responsible. The Contractor shall also be liable for any and all costs, expenses and attorney’s fees incurred as a result of any such claim, demand, cause of action, judgment or liability, including those costs, expenses, and attorneys’ fees incurred by the United States Government and its employees or agents. The Contractor’s liability shall not be limited by any provision or limits of insurance set forth in the resulting contract.

**H.8 DISSEMINATION OF CONTRACT INFORMATION**

The Contractor shall not publish, permit to be published, or distribute information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of the Contracting Officer. The COR and the Contracting Officer shall be afforded the opportunity to review all Contractor communications and/or correspondence with the media regarding this effort at least 72 hours prior to public release. An electronic copy of any material proposed to be published or distributed shall be submitted to the Contracting Officer, and the COR.

**H.9 DISCLOSURE OF CONFLICTS OF INTEREST**

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, if at any time during the performance of this contract the Contractor knows of any Conflict of Interest situation
affecting the organization, any of its officers or Key Persons working under this contract, has reason to believe that a conflict of interest situation might arise, or is made aware of an actual or potential conflict of interest situation:

(a) The Contractor shall immediately provide to the Contracting Officer a written statement which describes in a concise manner all past, present or planned organizational, financial, contractual or other interest(s) with that organization regulated by DOT, or with that organization or individual whose interests may be substantially affected by Departmental activities, and which is related to the work under this contract. The interest(s) described shall include those of the Contractor, its affiliates, consultants, Subcontractors and key personnel of any of the above. Past interest shall be limited to within one year of the date of the offeror's technical proposal. Key personnel shall include any person owning more than 20% interest in the organization, and the organization's 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 Contractor shall describe in detail when it became aware of the actual or potential conflict of interest, what action the organization has taken or proposes to take to mitigate and/or rectify the situation, and why it believes, in light of the interest(s) identified in (a) above, that performance of the contract can still be accomplished in an impartial and objective manner.

(c) In the absence of any relevant interest identified in (a) above, the Contractor shall certify in its statement that to its best knowledge and belief no affiliation exists relevant to possible conflicts of interest. The Contractor must obtain the same information from any potential Subcontractors prior to award of a subcontract.

(d) The Contracting Officer will review the statement submitted and may require additional relevant information from the Contractor. All such information, and any other relevant information known to DOT, will be used to determine whether a conflict of interest exists or a situation exists that may create a conflict of interest. If any such conflict of interest is found to exist, the Contracting Officer may (1) terminate the contract, or (2) determine that it is otherwise in the best interest of the United States to continue the contract with the Contractor and (3) modify the contract to include appropriate provisions to mitigate or avoid such conflicts in the contract.

(e) If the Contractor refuses to provide the written statement called for in paragraph (a), or any additional information that the Contracting Officer may require, the Contracting Officer may terminate the Contract for convenience if he or she deems that termination is in the best interest of the Government.

H.10 CONTROL AND DISPOSAL OF HAZARDOUS CHEMICALS

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

**H.11 ACKNOWLEDGEMENT OF SUPPORT AND DISCLAIMER**

An acknowledgment of FHWA support and a disclaimer must appear in any publication of any material, whether copyrighted or not, based on or developed under this contract in the following terms:

“This material is based upon work supported by the Federal Highway Administration under contract number DTFH61-14-C-00001.”

Additionally, all materials must contain the following statement:

“All opinions, findings and conclusions or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the Federal Highway Administration.”

**H.12 REPRINTS OF PUBLICATIONS**

At such time that any article resulting from work under this contract is published, two reprints of the publication shall be sent to the COR, clearly referencing this contract number and any other appropriate handling information. Written notification shall also be provided to the Contracting Officer.

**H.13 CONTRACTOR’S FAILURE TO PERFORM REQUIRED SERVICES**

The rights of the Government and remedies described in this section are in addition to all other rights and remedies set forth in the contract. Specifically, the Government reserves its rights under the Inspection of Services and Termination Clauses. Any reductions in the Contractor’s invoice shall reflect the contract’s reduced value resulting from the Contractor’s failure to perform required services. The Contractor shall not be relieved of full performance of the services hereunder and may be terminated for default based upon inadequate performance of services, even if a reduction was previously taken for any inadequate performance.

**H.14 UNAUTHORIZED USE AND DISCLOSURE OF PROPRIETARY INFORMATION**

To the extent that the work under this Contract requires access to proprietary data, the Contractor shall protect such data from unauthorized use. This refers to either Government or other confidential financial or business information.

**H.15 SECTION 508 STANDARDS**

In addition to the work requirements specified in the above statement of work, the Contractor shall 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. Contractors can view Section 508 of the Rehabilitation Act (http://www.access-board.gov/508.htm) and the Federal IT Accessibility Initiative (Home Page) (http://section508.gov/) for detailed information.

The following standards have been determined to be applicable to this contract:

- 1194.21 Software applications and operating systems.
- 1194.22 Web-based intranet and Internet information and applications.
- 1194.23 Telecommunications products.
- 1194.24 Video and multimedia products.
- 1194.25 Self-contained, closed products.
- 1194.26 Desktop and portable computers.

The standards are available at http://www.access-board.gov/sec508/standards.htm. The standards do not require the installation of specific accessibility-related software or the attachment of an assistive technology device, but merely require that the EIT be compatible with such software and devices so that it can be made accessible, if so required by the agency, in the future.

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 COR.

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 I
CONTRACT CLAUSES

I.1 CLAUSES INSERTED BY REFERENCE

52.202-1 Definitions. (NOV 2013)
52.203-3 Gratuities. (APR 1984)
52.203-5 Covenant Against Contingent Fees. (APR 1984)
52.203-6 Restrictions on Subcontractor Sales to the Government. (SEP 2006)
52.203-7 Anti-Kickback Procedures. (OCT 2010)
52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. (JAN 1997)
52.203-10 Price or Fee Adjustment for Illegal or Improper Activity. (JAN 1997)
52.203-12 Limitation on Payments to Influence Certain Federal Transactions. (OCT 2010)
52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights. (SEPT 2013)
52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (MAY 2011)
52.204-9 Personal Identity Verification of Contractor Personnel. (JAN 2011)
52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2013)
52.204-13 System for Award Management Maintenance. (JUL 2013)
52.209-6 Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (AUG 2013)
52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters. (JUL 2013)
52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012)
52.215-2 Audit and Records – Negotiation. (OCT 2010)
52.215-8 Order of Precedence – Uniform Contract Format. (OCT 1997)
52.215-14 Integrity of Unit Prices. (OCT 2010)
52.215-15 Pension Adjustments and Asset Reversions. (OCT 2010)
52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions. (JUL 2005)
52.216-7 Allowable Cost and Payment (JUN 2013)
52.219-8 Utilization of Small Business Concerns. (JUL 2013)
52.219-9 Small Business Subcontracting Plan. (JUL 2013)
52.219-28 Post-Award Small Business Program Representation. (JUL 2013)
52.222-3 Convict Labor. (JUN 2003)
52.222-19 Child Labor—Cooperation with Authorities and Remedies. (JAN 2014)
52.222-21 Prohibition of Segregated Facilities. (FEB 1999)
52.222-26 Equal Opportunity. (MAR 2007)
52.222-35 Equal Opportunity for Veterans. (SEP 2010)
52.222-36 Affirmative Action for Workers with Disabilities. (OCT 2010)
52.222-37 Employment Reports on Veterans. (SEP 2010)
52.222-40 Notification of Employee Rights Under the National Labor Relations Act. (DEC 2010)
52.222-50 Combating Trafficking in Persons. (FEB 2009)
52.222-54 Employment Eligibility Verification (AUG 2013)
52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts. (SEP 2013)
52.223-5 Pollution Prevention and Right to Know Information. (MAY 2011)
52.223-6 Drug-Free Workplace. (MAY 2001)
52.223-10 Waste Reduction Program. (MAY 2011)
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<td>52.232-11</td>
<td>Extras. (Apr 1984)</td>
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<td>52.232-17</td>
<td>Interest. (OCT 2010)</td>
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<td>Disputes. (JUL 2002) – Alternate I (DEC 1991)</td>
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52.233-3  Protest after Award. (AUG 1996)
52.233-4  Applicable Law for Breach of Contract Claim. (OCT 2004)
52.242-1  Notice of Intent to Disallow Costs. (APR 1984)
52.242-3  Penalties for Unallowable Costs. (MAY 2001)
52.242-4  Certification of Final Indirect Costs. (JAN 1997)
52.242-13 Bankruptcy. (JUL 1995)
52.243-1  Changes – Fixed Price. (AUG 1987) – Alternate II (APR 1984)
52.243-3  Changes – Time and Materials or Labor Hours. (SEP 2000)
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52.249-2  Termination for Convenience of the Government. (Fixed-Price)(APR 2012)
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1252.223-71 Accident and Fire Reporting (APR 2005)
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1252.239-70 Security requirements for unclassified information technology resources (APR 2005)
**1252.242-72** Dissemination of Contract Information. (OCT 1994)

1252.245-70 Government property reports. (OCT 1994)

**I.2 CLAUSES INSERTED IN FULL TEXT**

**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 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

**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 total duration of this contract, including the exercise of any options under this clause, shall not exceed 42 (months).

(End of clause)

**52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This Contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronica at this address: www.acquisitions.gov/far

**52.252-4 ALTERATIONS IN CONTRACT (APR 1984)**

Portions of this contract are altered as follows:

_____________________________________________

_____________________________________________

(End of clause)
52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Transportation Acquisition Regulation (48 CFR Chapter 12) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)


(a) Definitions. As used in this clause - "Sensitive Information" is any information that, if subject to unauthorized access, modification, loss, or misuse, or is proprietary data, could adversely affect the national interest, the conduct of Federal programs, or the privacy of individuals specified in The Privacy Act, 5 U.S.C. 552a, but has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy.

(b) Work under this contract may involve access to DOT facilities, sensitive information, or resources (e.g., computer systems). To protect sensitive information, which shall not be disclosed by the Contractor unless authorized in writing by the contracting officer, the Contractor shall provide training to any Contractor employees authorized to access sensitive information, and upon request of the Government, provide information to assist the Government in determining an individual's suitability to have authorization.

(c) The Contracting Officer may require dismissal from work under this contract those employees deemed incompetent, careless, insubordinate, unsuitable, or otherwise objectionable, or whose continued employment is deemed contrary to the public interest or inconsistent with the best interest of national security.

(d) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's Representative (COR) or Project/Program manager (PM) request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required.

(e) The Contractor shall ensure that Contractor employees are citizens of the United States of America or aliens who has been lawfully admitted for permanent residence or employment (indicated by immigration status) as evidenced by Bureau of Citizenship and Immigration Services documentation; and
(f) The Contractor shall immediately notify the COR or PM when an employee's status changes (e.g., employee's transfer, completion of a project, retirement or termination of employment) that may affect the employee's eligibility for access to the facility, sensitive information, or resources.

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

1. Provide a listing of personnel for whom an identification (ID) card is requested to the COR or PM who will provide a copy of the listing to the card issuing office. This may include Contractor and Subcontractor personnel. Follow issuing office directions for submittal of an application package(s).

2. While visiting or performing on a DOT facility, as specified by the issuing office, PM, or COR, ensure that Contractor employees prominently display their identification card.

3. Promptly deliver to the issuing office; (1) all ID cards assigned to an employee who no longer requires access to the facility; and (2) all expired ID cards within five (5) days of their expiration or all cards at time of contract termination, whichever occurs first.

4. Immediately report any lost or stolen ID cards to the issuing office and follow their instructions.

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

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

1.3 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.
SECTION J
LIST OF ATTACHMENTS

J.1 Schedule of Rates

J.2 Reserved

J.3 Small Business Subcontracting Plan

J.4 All referenced OMB Circulars- Available at:

J.5 Shipping Label

J.6 Non-Disclosure Statement- 1 Page (To be provided at award)
3.2.04-8 Annual Representations and Certifications (Jan 2014)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541712.
(2) The small business size standard is 500 employees.
(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.
(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) 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 (d) applies.
- [ ] (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:
(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—
(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
(C) The solicitation is for utility services for which rates are set by law or regulation.
(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $150,000.
(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.
(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
(A) Are not set aside for small business concerns;
(B) Exceed the simplified acquisition threshold; and
(C) Are for contracts that will be performed in the United States or its outlying areas.


(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans’ Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than $25,000, the basic provision applies.
(B) If the acquisition value is $25,000 or more but is less than $50,000, the provision with its Alternate I applies.
(C) If the acquisition value is $50,000 or more but is less than $79,507, the provision with its Alternate II applies.
(D) If the acquisition value is $79,507 or more but is less than $100,000, the provision with its Alternate III applies.
(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.
(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications. This provision applies to all solicitations.
(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to—
(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and
(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.
(2) The following certifications are applicable as indicated by the Contracting Officer:
[Contracting Officer check as appropriate.]
__ (i) 52.219-22, Small Disadvantaged Business Status.
__ (A) Basic.
__ (B) Alternate I.
__ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
__ (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.
__ (iv) 52.222-52, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Certification.
__ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).
__ (vi) 52.227-6, Royalty Information.
__ (A) Basic.
__ (B) Alternate I.
__ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.
(d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through https://www.acquisition.gov. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in
paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE #    TITLE            DATE   CHANGE

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

(a) Definitions. As used in this provision—

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than $10,000,000” means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:
(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via https://www.acquisition.gov (see 52.204-7).

(End of provision)
SECTION L
INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS OR RESPONDENTS

L.1 CLAUSES INCORPORATED BY REFERENCE

52.204-7 SYSTEM FOR AWARD MANAGEMENT. (JUL 2013)

52.237-10 IDENTIFICATION OF UNCOMPENSATED OVERTIME (OCT 1997)

L.2 CLAUSES INCORPORATED IN FULL TEXT

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)

(a) "Definitions." As used in this provision--

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing," "writing," or "written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) "Amendments to solicitations." If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) "Submission, modification, revision, and withdrawal of proposals."

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages

(i) addressed to the office specified in the solicitation, and

(ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) "Submission, modification, revision, and withdrawal of proposals."

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) Any proposal, modification, or revision received at the Government office designated in the solicitation through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.
(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) "Offer expiration date." Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) "Restriction on disclosure and use of data." Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend:
   This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed-in whole or in part-for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of-or in connection with-the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:
   Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) "Contract award."

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
(5) The Government reserves the right to make an award on any item for a quantity less than
the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the
proposal.

(6) The Government reserves the right to make multiple awards if, after considering the
additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or
counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are
materially unbalanced between line items or subline items. Unbalanced pricing exists when,
despite an acceptable total evaluated price, the price of one or more contract line items is
significantly overstated or understated as indicated by the application of cost or price analysis
techniques. A proposal may be rejected if the Contracting Officer determines that the lack of
balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source
selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful
offeror within the time specified in the proposal shall result in a binding contract without further
action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose
the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed
offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the
debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency
during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by
the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether
source-selection procedures set forth in the solicitation, applicable regulations, and other
applicable authorities were followed by the agency.

(End of Provision)
52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a single award contract with Time and Material/Labor Hour pricing arrangements resulting from this solicitation.

(End of Provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(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 Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from address specified in Solicitation Section G.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

L.3 THIS RFP IS BEING ISSUED AS FULL AND OPEN COMPETITION

L.4 PROPOSAL PREPARATION

A. General Instructions.

These instructions prescribe the format for the proposal and describe the approach for the development and presentation of proposal data. The instructions are designed to ensure the submission of necessary information to provide for the understanding and comprehensive evaluation of proposals. Proposals are expected to conform to solicitation provisions and be prepared in accordance with this section. Noncompliance with the Request for Proposal requirements will raise serious questions regarding an offeror’s technical ability to perform the services and may be grounds to eliminate the proposal from further consideration for contract award. Offers will be evaluated using the criteria published in Section M, “Evaluation Criteria.”

Proposals shall consist of three (3) separate volumes: 1) Volume I: Technical; 2) Volume II: Past Performance; and 3) Volume III: Cost/Price and Business.

Proposals shall be submitted prior to the closing date and time to the attention of the Contracting Officer at the address identified in Block 9 on the SF 33.

Electronic submissions via email or fax will not be accepted. Offers shall be mailed through a commercial/Government carrier or be hand carried. The Government is not responsible for delays encountered in the mailing process. Offerors are encouraged to submit their proposal with adequate lead time to compensate for delays.

NOTE: Security procedures prohibit non-uniformed couriers from delivering material directly to offices in the DOT building. Only uniformed couriers from FedEx and the United Parcel Service, who are dressed in a uniform bearing their organization’s name and possessing official
identification, may deliver proposals or sealed bids directly to the Office of Acquisition and Grants Management. Other couriers and individuals must deliver material to the mail room/visitor’s center at the new DOT building’s main entrance at 1200 New Jersey Avenue, SE. The guard may accept the material, dismiss the courier, and then the material will be examined and x-rayed prior to being delivered to the FHWA Office of Acquisition and Grants Management through the normal building mail delivery procedures. This could add one or more working days to the delivery time. FHWA is not responsible for pick-up of offerors’ proposals from DOT security guards nor from the DOT mail room. Offerors must make allowances for these procedures in order to assure that offers arrive on time.

If the offeror finds it necessary to take exception to any of the requirements specified in this solicitation, the offeror must clearly indicate each such exception with a complete explanation of why the exception was taken and what benefit accrues to the Government by the exception. All substantive exceptions to the solicitation requirements (Sections A through M) and supporting rationale shall be identified as such and be consolidated into an overview section of the proposal. An overview section is only required if the offeror takes exception to any requirement in the solicitation.

All text shall be no less than single-spaced and printed black on white paper. Color is acceptable to highlight or call out a specific detail, graphics, photos, etc., and for Company stationary and logos. Printing shall be easily readable (12-pitch type or 10 point proportional spacing.) Cross-references should be utilized to preclude unnecessary duplication of data between sections.

Digital copies shall be provided on CD-ROM disk in Microsoft Word, PowerPoint, Excel, Project and/or Adobe PDF formats. File names to be “Company Name – Initial” for the first submission. File name of later submissions (if necessary), shall be “Company Name – Revision X’ with X indicating the number of the revision. Due to the submission format requirements described herein, electronic, email and faxed proposals will not be accepted.

Page Limitation. Pages shall be numbered sequentially from “1” through the total number of pages in the volume. The proposal shall not exceed the page limits stated for each volume. Any pages in excess of that listed will be disregarded, and will not be included in the proposal evaluation. Failure of the offeror to comply with the page limitations, resulting in the excess pages not being evaluated, shall not constitute grounds for a protest. The Government will not accept any changes to the offeror’s proposal after the closing date of the solicitation. Page limits include: all appendices, charts, graphs, diagrams, tables, photographs, drawings, etc. Page Limits do not include covers for volumes, and tables of contents, indices, title pages, cross reference indices, section dividers/tables if they are inserted solely to provide ease to the reader in locating parts/sections of the proposal, and any standard operating plan (i.e. Company Safety Plan) that is required and included as an attachment to technical proposal. Note: A standard operating plan is one that applies to all company operations, and not one that is tailored for this requirement. Such tailored operating plans, unless specified otherwise, will count towards the page count of the technical approach. Notwithstanding, any document type identified herein as not countable will be counted if they contain any other information that is material to the proposal; i.e., diagrams, extraneous data, etc. Pages marked “This page intentionally left blank” will not be counted.
A page shall be an 8 ½ X 11” sheet of paper, minimum of 1” margins. Letter size and spacing requirements for illustrations and tables can be at the discretion of the offeror but must be easily readable. Fold-outs with diagrams and tables will be counted as one page and shall not exceed an 11 X 17” sheet of paper. The offeror shall number each page in order to eliminate any confusion. In the event the offeror creates an ambiguity in their numbering of pages, the Government may exercise its own discretion in counting pages.

B. SPECIFIC INSTRUCTIONS

1. VOLUME I – TECHNICAL

a. The technical proposal shall consist of the offeror's proposal delineating its capabilities and how it intends to perform contract requirements. The Technical proposal will be evaluated in accord with the criteria contained in Section M. Proposals which merely state the offeror will meet the requirements of the Government’s Statement of Work (SOW) will not be eligible for award. Offeror’s shall demonstrate their ability to meet the contract requirements.

b. In order that the technical proposal may be evaluated strictly on the merit of the material submitted, no contractual price information is to be included in this volume. However, the type and quantity of labor and materials is to be included in the Technical Proposal, without any associated cost information.

c. The offeror shall submit one (1) original and six (6) paper copies, and one (1) digital copy of the Technical proposal. The page limit for the Technical volume is 25 pages.

d. Specific areas to be addressed:

- Demonstrate an understanding of earlier and current efforts and experience with this topic worldwide
- Demonstrate an understanding and knowledge of the design, construction and maintenance of Porous-Graded Asphalt (PGA) pavements
- Identification of gaps that currently exist and will be addressed through performance of this project
- A description of what challenges are believed to be overcome to facilitate expanded market penetration
- Overall capabilities, including the qualifications, capabilities, and experience of the proposed key personnel who are critical in achieving the objective
- Provide the staffing capabilities organized to perform on this contract (use J.1 minus the pricing information)
- Provide examples of similar work experience and how the results were implemented, along with any resulting impact
- Demonstrate ability to access required facilities, including -Certified material testing laboratories, data, computing, and pavement test sites needed to accomplish the proposed work

- Demonstrate a plan for and experience with facilitating implementation of products into highway practice (technology transition).

- Demonstrate an ability to effectively manage and coordinate geographically dispersed teams or groups

- Demonstrate an understanding of how this work supports the goals of both the FHWA overall and the Research and Technology program.

- Demonstrate knowledge of previous, current or on-going related projects especially where resource sharing may be possible in terms of data, literature or contacts.

- Demonstrate knowledge of technology transfer mechanisms and initiatives and how this work may be aligned for maximum exposure and chance of market expansion.

- Identification and availability of required material, data and/or equipment necessary for performance.

2. VOLUME II – PAST PERFORMANCE

Past Performance volume shall be submitted in accordance with the format contained below:

a. The offeror shall submit one (1) original and three (3) paper copies, and one (1) digital copy. The page limit for this volume is 20 pages.

b. The offeror shall include documentation regarding their relevant past performance as it directly relates to the work being procured under this solicitation. The offeror shall submit data for past performance within the past 36 months, and not beyond. To illustrate the offeror’s past performance, the following documentation shall be submitted:

c. The offeror shall provide documentation outlining the offeror’s corporate experience performing work similar to the work called for in the solicitation in addition to relevant past performance with contracts, as a prime or major subcontractor, which is the same or similar in nature, size, and complexity to the services being procured under this solicitation. Non-Government contracts may be used if Government contracts are not available. Offeror may provide performance information of predecessor companies, key personnel who have relevant experience, or subcontractors that will perform major or critical aspects of the requirement when such information is relevant. The documentation shall be submitted in the following format:

- Contract Number, Award Date and Contract type,
• Cost/Price – original awarded AND final (or projected final, if contract is current),
• Delivery Schedule – original AND final (or projected final, if the contract is current),
• Name, telephone number, fax number and e-mail address for the following: Procuring Contracting Officer (PCO), or Administrative Contracting Officer (ACO), and Government or commercial technical representative or COR/COTR
• Identify in specific detail for each contract listed, why or how that effort is considered relevant or similar to the effort required by this solicitation. In determining relevancy, consideration should be given but not limited to such things as product/service similarity, product/service size and complexity, contract type, contract environment, division of company proposing, and subcontractor interaction,
• A narrative explanation on each contract listed describing the objectives achieved and any cost growth or schedule delays encountered. For any contracts which did not/do not meet original requirements with regard to cost, schedule, or technical performance, a brief explanation of the reason(s) for such shortcomings and any demonstrated corrective actions taken to avoid recurrence,
• A copy of any cure notices or show cause letters received on each contract listed and a description of any corrective action by the offeror or proposed subcontractor,
• The contractor shall list each time the delivery schedule was revised and provide an explanation of why the revision was necessary.

d. Offerors are reminded that both independent data and data provided by offerors in their proposals may be used by the Government to evaluate offeror past performance. However, the burden of providing thorough, complete, and current past performance information as requested in this paragraph remains with the offerors. Proposals that do not contain the information requested by this section are at risk for rejection or a less than acceptable performance rating by the Government. In the case of an offeror without any relevant past performance history, past performance will be evaluated as “neutral.” A neutral rating is neither an advantage nor disadvantage to the Offeror. If the past performance information is negative, the contractor will be given an opportunity to provide rebuttal.

e. All past performance comments received will be taken into account and could affect the overall rating. The overall past performance evaluation is a subjective decision based on the whole of all data received. Offerors with no past performance may provide the equivalent information on company officials and/or personnel proposed for this action.

3. VOLUME III – PRICE AND BUSINESS

The Price and Business volume shall be submitted in accordance with the format contained below:

a. The offeror shall submit one (1) original and two (2) paper copies, and one (1) digital copy of the Cost/Price/Business proposal.
b. This volume consists of the actual offer to enter into a contract to perform the desired work. It also includes required representations, certifications, acknowledgments and a small business subcontracting plan, if applicable; all solicitation amendments, acknowledged in accordance with Section L, FAR 52.215-1, Instructions to Offerors—Competitive Acquisition; and any other required administrative information.

Price proposals must adhere to the pricing structure established in Section B (J.1), Schedule of Rates. Also include estimated Travel Costs and Other Direct Costs for material and equipment.

c. Format and Content. Volume III, Price and Business, shall include the following documents (in the order listed):

- **Proposal Form:**
  1. Use of the Form - The Proposal Form, Standard Form 33 is to be executed fully and used as the cover sheet (or first page) of this volume. Include the original signed copy of the form in the original Volume.
  2. Acceptance Period - The acceptance period entered on the Proposal Form by the offeror shall not be less than 120 days.
  3. Signature Authority – The person signing the Proposal Form must have the authority to commit the offeror to all of the provisions of the proposal, fully recognizing that the Government has the right, by terms of the Solicitation, to make an award without discussion if it so elects.

- **Labor Rate Chart.** Complete the labor rate chart (J.1) including the Title, description of responsibilities/expertise and hourly fully burdened rate, and the estimated number of hours of each staff position to meet the full performance objectives of this contract.

- **Small Business Sub-Contracting Plan (J.3)** (required by all Offerors not qualifying as a “Small Business” entity for the NAICS industry subsector identified in Section K, FAR clause 52.204-8(a) proposing as prime)

d. Offerors shall submit, under a separate tab, all (if any) assumptions or conditions upon which the Price Proposal is based. Note that assumptions or conditions that are non-conforming to the Government terms and conditions may result in a higher cost risk assessment.

**L.5 INQUIRIES**

Please direct all questions pertaining to this RFP by e-mail only to Mr. Dana W., Ivey at Dana.W.Ivey@dot.gov and to Ms. Robin Hobbs at Robin.Hobbs@dot.gov. No telephonic questions will be accepted. All questions must be received within the timeframes specified for questions to receive a response.
Questions related to this solicitation must be received before **12:30 P.M. EST** on **March 17, 2014**.

The questions and responses will be made available to the public via an amendment to this solicitation. Duplicate questions may only be responded to once.

**L.6 PRE-PROPOSAL CONFERENCE**

The FHWA does not plan to conduct a pre-proposal conference for prospective offerors.
SECTION M
EVALUATION FACTORS FOR AWARD

M.1 BEST VALUE EVALUATION

(a) Award will be made to the offeror(s): whose offer conforms to the solicitation requirements; who is determined responsible in accordance with FAR Subpart 9.1 by possessing the financial and other capabilities to fulfill the requirements of the contract; and whose proposal is judged, by an integrated assessment of cost/price and non-price evaluation factors, to provide the best value to the Government.

(b) The Government intends to award a single contract in response to this solicitation. The Government reserves the right to award multiple contracts or not to award a contract depending on the quality of the proposals submitted.

(c) Evaluation of Proposals

(1) Initial Evaluation of Proposals. All offers received will be evaluated in accordance with the stated evaluation factors. The Government intends to make an award without discussions based solely upon initial proposals. Therefore, offerors should ensure that their initial proposal constitutes their best offer in terms of both price and the technical solution being proposed. Notwithstanding, the Government reserves the right to hold discussions if determined to be in the Government’s best interest to do so.

(2) Discussions/Final Proposal Revisions. Except as described in (3) below, if discussions are held, the Contracting Officer will establish a competitive range comprised of the most highly rated proposals. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly-rated proposals. Only those offerors in the competitive range will be offered an opportunity to participate further in the procurement.

   a. The Contracting Officer will engage in discussions with all offerors in the competitive range in accordance with FAR 15.306. At the conclusion of discussions, a final common cut-off date for submission of final proposal revisions will be established. Those offerors remaining in the competitive range will be invited to submit Final Proposal Revisions.

   b. Final Evaluation of Offers. A final proposal evaluation will be performed after receipt of Final Proposal Revisions.

(3) The Government may enter into discussions with any Offeror(s) solely regarding their Small Business Sub-Contracting Plan (if applicable), for the purpose of improving that plan in the interest of meeting the Government’s socio-economic goals, without developing a competitive range or engaging with all or other offerors. Offerors subject to this paragraph shall not be allowed to revise any other portion of their proposal.
**M.2 EVALUATION CRITERIA**

In determining which proposal provides the best value to the Government, an integrated evaluation and assessment of offers will be conducted. The evaluation will consist of three factors: Technical, Past Performance, and Cost/Price. The Technical factor is more important than Past Performance, and when the two non-price factors (Technical and Past Performance) are combined, they are approximately equal to price.

The more equal proposals may be relative to non-price factors, the more important the price factor will become.

Based upon the results of the integrated assessment of the technical, past performance and cost/price proposals, the Government may make an award to other than the lowest-priced offeror or the offeror with the highest technical rating if the source selection official determines that to do so would result in the best value to the Government.

Offeror’s proposals will be reviewed for page limitations. Pages exceeding the page limitation will be eliminated from evaluation.

A proposal receiving an “Unsatisfactory” or “Fail” rating in one or more factors may be removed from further consideration for award or continued evaluation.

(a) TECHNICAL

Technical proposals will be evaluated and assessed based on the following elements of equal importance:

- Demonstrated understanding of earlier and current efforts and experience with this topic worldwide

- Demonstrated understanding and knowledge of the design, construction and maintenance of Porous-Graded Asphalt (PGA) pavements

- Identification of gaps that currently exist and will be addressed through performance of this project

- Described challenges that are believed to be overcome to facilitate expanded market penetration

- Overall capabilities, including the qualifications, capabilities, and experience of the proposed key personnel who are critical in achieving the objective

- Staffing capabilities organized to perform on this contract

- Similar work experience and how the results were implemented, along with any resulting impact
- Demonstrated ability to access required facilities, including Certified material testing laboratories, data, computing, and pavement test sites needed to accomplish the proposed work

- Plan for and experience with facilitating implementation of products into highway practice (technology transition).

- Demonstrated ability to effectively manage and coordinate geographically dispersed teams or groups

- Demonstrated understanding of how this work supports the goals of both the FHWA overall and the Research and Technology program.

- Demonstrated knowledge of previous, current or on-going related projects especially where resource sharing may be possible in terms of data, literature or contacts.

- Demonstrated knowledge of technology transfer mechanisms and initiatives and how this work may be aligned for maximum exposure and chance of market expansion.

- Reasonableness and availability of identified material, data and/or equipment required for performance.

(b) PAST PERFORMANCE EVALUATION

The offeror’s past performance on related contracts will be evaluated to determine, as appropriate, the Performance Risk associated with their offer as it relates to the requirement for this solicitation, successful performance of contract requirements, quality and timeliness of delivery of goods and services, effective management of subcontractors, cost management, level of communication between the contracting parties, proactive management and customer satisfaction. Evaluation will take into account past performance information regarding predecessor companies, key personnel who have relevant experience or subcontractors that will perform major or critical aspects of the requirement.

Past Performance will be determined to be relevant if the performance involves work performed within the past 36 months that is the same or similar in nature, size, and complexity to the services being procured under this solicitation.

The Government reserves the right to assess the past performance of proposed subcontractors.

The Government will use its discretion to determine the sources of past performance information used in the evaluation, and the information may be obtained from references provided by the offeror, the agency’s knowledge of contractor performance, other government agencies or commercial entities, or past performance databases.
If an offeror does not have a history of relevant contract experience, or if past performance information is not available, the offeror will receive a neutral past performance rating.

(c) PRICE EVALUATION

Proposed prices will be evaluated but not scored. The price evaluation will determine whether the proposed prices are complete and reasonable in relation to the solicitation requirements and market rates. Proposed prices must be entirely compatible with the technical proposal and consistent with the pricing requirements listed in this solicitation.

(d) SMALL BUSINESS SUB-CONTRACTING PLAN

The Small Business Sub-Contracting Plan (if applicable) will be evaluated on a “Pass/Fail” basis.

(End of clause)
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION
   Amendment No. 1

3. EFFECTIVE DATE
   March 31, 2014

4. REQUISITION/PURCHASE NO.
   N/A

5. PROJECT NO. (if applicable)

6. ISSUED BY
   CODE
   HCFA

7. ADMINISTERED BY (if other than Item 6)
   CODE

Department of Transportation
Federal Highway Administration
Office of Acquisition Management
1200 New Jersey Ave., SE
Washington, DC 20590

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)

   To All Offerors

9A. AMENDMENT OF SOLICITATION NO.
   DTFH6114R00018

9B. DATED (SEE ITEM 11)
   March 7, 2014

10A. MODIFICATION OF CONTRACT/ORDER NO.

10B. DATED (SEE ITEM 13)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

   The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers is extended, X is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning 2 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

   N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

   A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

   B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

   C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

   D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor X is not ___ is required to sign this document and return ___ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

This amendment is issued to 1) provide responses to prospective offerors’ questions.

Accordingly, the RFP is amended as follows:

15a. NAME AND TITLE OF SIGNER (Type or print)

   Robin K. Hobbs, Contracting Officer

15b. CONTRACTOR/OFFEROR

15c. DATE SIGNED

16a. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

16b. UNITED STATES OF AMERICA

16c. DATE SIGNED

BY ___ (Signature of person authorized to sign)

BY ___ SIGNED COPY IN FILE (Signature of Contracting Officer)

NSN 7540-01-152-8070
PREVIOUS
EDITION NOT USABLE
30-105
STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243
1) Responses to RFP Questions:
The following questions were submitted for RFP (DTFH6114R00018) by prospective offerors:

Question 1:
Would the successful contractor be able to negotiate a mutually acceptable contract?

- See Instructions to Offerors page 40 of 52.

(f) "Contract award."
(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

Question 2:
Would it be acceptable to include an exception letter outlining language of concern? For example:

- Since this is anticipated to be research, can the offeror request a cost-reimbursement contract?

- Can offerors, that are public educational institutions, request that language imposing publication restriction be removed? In particular, Section C.7, and TAR Clause 1252.242.72. And, can we request that TAR 1252.242-70 be included in a resulting contract, if awarded, in lieu of TAR 1252.242-72?

- Can offerors that are public educational institutions budget for travel in accordance with their institutional polices and FAR 31.3, OMB Circular A-21 (2CFR220).

- This is a three part question:

  The first part to request a cost-reimbursement contract the contractor shall propose in accordance with the solicitations for a Time and Material, Labor Hour (T&M) type contract.

  The second part for removal of publication restrictions on public educational institutions and a request can be made and reviewed by the Contracting Officer.
The third part of the question to budget for travel in accordance with their institutional policies and FAR 31.3, OMB Circular A-21 (2CFR220) is acceptable.

**No additional questions concerning this solicitation will be accepted.**

Except as noted herein, all other terms and conditions of the solicitation remain unchanged.