

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS NOT A RATED ORDER UNDER DPAS (15 CFR 700) →		RATING	PAGE 1 OF 42	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER DTFH6117R00022		4. TYPE OF SOLICITATION SEALED BID (IFB) X NEGOTIATED (RFP)		5. DATE ISSUED June 19, 2017	6. REQUISITION/PURCHASE NO. HRDI011700000018PR
7. ISSUED BY Federal Highway Administration Office of Acquisition Management 1200 New Jersey Ave. S.E. Rm E62-204 Washington, DC 20590			CODE HCFA-22	8. ADDRESS OFFER TO (If other than Item 7) Federal Highway Administration Office of Acquisition Management 1200 New Jersey Ave. S.E. Rm E62-204, Washington, DC 20590 ATTN: Tamiko Aikens			

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

SOLICITATION

9. Sealed offers in **original and 4 copies** for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in **1200 New Jersey Avenue, SE, E62-204** until **July 20, 2017**, local time **12:00 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 ISSUED USING FULL AND OPEN COMPETITION.**

10. FOR INFORMATION → CALL:	A. NAME		B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS
	Primary Contact: Tamiko Aikens		AREA CODE 202	NUMBER 366-3092	EXT.	Tamiko.Aikens@dot.gov
	Secondary Contact: Robin Hobbs		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 180 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.					
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8) →		10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. 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 (Signature of Contracting Officer)		28. AWARD DATE

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

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 CONTRACT SUMMARY

CONTRACT AMOUNT

The Contractor shall furnish all materials and personnel necessary to provide the Federal Highway Administration (FHWA) with non-personal technical support for “Leveraging Augmented Reality for Highway Construction”, as described in Section C below.

The Government anticipates award of a Firm-Fixed-Price (FFP) Contract.

The maximum potential dollar value of this FFP Contract is \$TBD, with Cost Reimbursable ODCs, as delineated in B.2.

B.2 SCHEDULE OF SERVICES

CLIN Contract Line Item Number	Description	Type	Price
00001	Summary Task 2 Report	FFP	
00002	Summary Task 3 Report	FFP	
00003	Summary Task 4 Report	FFP	
00004	Final Report and TechBrief	FFP	
00005	National Webinar	FFP	
00006	FHWA published report and TechBrief	FFP	
00007	ODCs: Supplies/Printing	Cost	\$3,500 (Not to Exceed)
		Total:	

SECTION C

Description/Specifications

C.1 BACKGROUND

Some of the challenges in construction management and any field operations are the lack of real-time and integrated information, gaps between planned solutions and practical implementations, quality assurance (QA), and communications between project participants. As a result of the rapid advancement in computer interface design and hardware, Augmented Reality (AR) may be a tool to help overcome some of these challenges.

AR is an immersive technology which combines virtual computer-generated information with the real environment in the real-time performance, enhancing the user's perception of reality and enriching the provided information content. Such information can assist project managers and engineers with the delivery and accuracy of their construction projects, safer and in a timely manner resulting in greater efficiency. With the capability of navigating through all phases of a construction project, managers would be able to catch any errors or mistakes before they present themselves or change and augment the design and construction details. They may also be able to use these tools for training or project outreach. Considering its benefits and success in the entertainment and video game industries, leveraging AR could be the next big development in construction management of highway infrastructure assets.

C.2 CONTRACT SCOPE

This requirement is to conduct a comprehensive study to investigate available AR technology, its reliability and practical application and how this technology can be applied for construction management.

C.3 OBJECTIVE

The objective of this study is to identify the availability, accessibility, and reliability of using AR for construction inspection and review, QA, training, and improved project management through real-time information in a real world environment. AR has a potential to reduce the construction cost, improve the delivery time, and assist with overall management of a construction project.

The study shall document potential advantages, limitations, shortcomings, and cost of using AR as well as issues which could represent new challenges for the future. The study shall also document methodologies used to store, retrieve, and archive big data information obtained through the use of AR and how it is integrated into highway agency business processes. The project shall conduct case studies of AR application to assist in encouraging wider usage of AR in construction management of highway infrastructure.

C.4 STATEMENT OF WORK

The Contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform this work. Under this contract, the contractor shall address the following tasks:

Note: Please assume a 14 day review period by the COR if not specified in Tasks.

Task 1 – Kickoff Meeting/Project Management

Within 30 days after contract award, the Contractor shall coordinate and conduct a kickoff meeting, either through web conference or in person, with the Contracting Officer's Representative (COR), Contract Specialist (CS), and others as appropriate, to review the statement of work (SOW), delivery schedule, delineate roles and responsibilities, and establish communication protocols. Following the meeting, the Contractor shall submit a written summary of discussions, decisions, and action items.

NOTE: If the kickoff meeting is held in person, it shall be at FHWA in the Washington DC metro area.

Task 2 - Market Review

The Contractor shall conduct an extensive literature search and comprehensive review of current state of the art in AR technology with a focus on technology that could have applications in construction management. Of particular interest is how AR can be coupled with the use of 3D design and construction models. This search shall identify various AR systems and explore applications of AR in related industries. The Contractor shall also search and review reliability, ease of set up and use, project and user costs, and archival of the big data associated with AR. AR is an emerging technology, it is recognized that a thorough review will necessitate outreach that extends beyond what can be found in the literature.

Upon completion of this task, the Contractor shall submit a draft Market Review report to the COR for review and comments no later than 3 months after contract award. The Contractor shall report all of the findings for the work completed in Task 2, in the final report.

Task 3 - Characteristics of Available AR Systems

The Contractor shall document the characteristic of available AR systems, including user interface, sensing, and portability. In addition, the Contractor shall document reliability, applicability, strengths, weaknesses, challenges and issues of available AR systems in construction applications based on their characteristics. The Contractor shall also discuss hardware and software requirements, cost, issues related to integration with highway agency IT systems, and provide recommendations to overcome some of the identified challenges and limitations. AR systems deal with vast amounts of information in reality and usually obtain a lot of information. The Contractor shall document methodologies used to store, retrieve, and archive

big data information.

Upon completion of this task, the Contractor shall submit a draft AR Systems report to the COR for review and comments no later than 6 months after contract award. The Contractor shall report all of the findings for the work completed in Task 3, in the final report.

Task 4 - AR for Construction Management, Including Inspection and Training

The Contractor shall use the information from Tasks 1 and 2 to identify top AR technologies which have potential for use in construction management, including its application for training and inspection purposes. The Contractor shall identify and document case studies of how AR is being used preferably in highway construction, if not, in related industries and educational settings. The case studies can include both successful and unsuccessful applications, and shall include the use and level of difficulties for training personnel, number of hours and costs associated with integrating AR technology in standard business practices, and the feedback from those using AR to accomplish their jobs. The Contractor shall also identify and document future directions and areas requiring further research, including but not limited to overcoming the existing limitations with the technology.

Upon completion of this task, the Contractor shall submit a draft AR technologies report to the COR for review and comments no later than 8 months after contract award. The Contractor shall report all of the findings for the work completed in Task 4, in the final report.

Task 5 - Final Report, TechBrief and Presentation

The Contractor shall prepare a draft final report and draft techbrief describing all of the work completed in Tasks 2-4 of this contract. The draft final report and draft techbrief shall be approved by the COR and shall meet all of the requirements of FHWA's Communications Reference Guide (<https://www.fhwa.dot.gov/publications/research/general/15058/>). The draft final report and draft techbrief shall be submitted in electronic format (in Microsoft WORD format) to the COR for approval within 12 months after contract award. The COR has 1 month to review the draft final report and draft techbrief. After receiving any comments from the COR, the Contractor shall submit the final report and final techbrief to the COR within 1 month of receipt of comments from the COR.

The Contractor shall market the report and implement its findings to various user groups (managers, construction personnel, etc.) through at least 3 national conference presentations, a technical paper and a national webinar presentation within 14 months after contract award. The COR must approve the national conferences. The Contractor shall provide the COR a copy of the presentations. FHWA will provide the webinar capability; the Contractor shall provide the content and make the presentation.

C.5 FIXED PRICE PROGRESS REPORTS

The Contractor shall submit progress reports to the Contracting Officer's Representative (COR) and the Contract Specialist (CS). These reports shall be prepared on a quarterly basis and submitted by the 10th of the month following the reporting period. The reports shall be in format as directed by the COR and, at a minimum, include the following items:

- (a) A clear account of the work performed during the reporting period.
- (b) A description of any problem encountered or anticipated that will affect the completion of any work within the timeframe set, together with recommended solutions to such problems; or, a statement that no problems were encountered.

SECTION D
Packaging and Marking

D.1 PACKAGING

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

The Contractor shall clearly mark each shipment with the company name, the contract number, Task Order number (if applicable), and as appropriate, the item identification, quantity of items, and notice of partial or final delivery.

SECTION E

Inspection and Acceptance

E.1 52.246-4 INSPECTION OF SERVICES - FIXED-PRICE (AUG 1996)

E.2 ACCEPTANCE

Acceptance of the final deliverables shall be made in writing by the Contracting Officer's Representative.

E.3 GOVERNMENT ACCEPTANCE PERIOD

Unless stated elsewhere, the COR will have 14 calendar days to review draft deliverables and make comments. The Contractor shall have 10 calendar days to make corrections and return the corrected deliverable to the government. Upon receipt of the final deliverables, the COR will have 14 calendar days for final review prior to acceptance or providing documented reasons for non-acceptance.

SECTION F

Deliveries or Performance

F.1 52.242-15 STOP-WORK ORDER. (AUG 1989)

F.2 52.242-17 GOVERNMENT DELAY OF WORK. (APR 1984)

F.3 52.247-34 F.O.B. DESTINATION. (NOV 1991)

F.4 PERIOD OF PERFORMANCE

All work and services required under this contract shall be completed on or before 20 months from the effective date of the Contract. There are no option periods under the contract.

F.5 DELIVERABLE/DELIVERY SUMMARY

<u>Deliverable</u>	<u>Frequency</u>	<u># of Copies</u>	<u>Medium/Format</u>	<u>Submit To</u>	<u>Due Date</u>
Summary Task 2 report	Once through the period of performance	1	Word document	COR	3 months from effective date of the contract
Summary Task 3 report	Once through the period of performance	1	Word document	COR	6 months from effective date of the contract
Summary Task 4 report	Once through the period of performance	1	Word document	COR	8 months from effective date of the contract
Draft Report and TechBrief	Once through the period of performance	1	Word document	COR	12 months from effective date of the contract
Final Report and TechBrief	Once through the period of performance	1	Word document, including 508 captions and copyright releases	COR, CS	14 months from the effective date of the contract
National	Once		PowerPoint	COR	14 months

<u>Deliverable</u>	<u>Frequency</u>	<u># of Copies</u>	<u>Medium/Format</u>	<u>Submit To</u>	<u>Due Date</u>
webinar			presentation		from the effective date of the contract
FHWA published report and TechBrief	Once at the end of project 3 Conference Presentations	N/A			20 months from the effective date of the contract
Progress Report	Quarterly	1	Word document	COR, CS	On or before the 10th day of the month following the quarter being reported

F.6 PLACE OF DELIVERY

All deliverables be delivered to the COR at the following address:

Fill-in at Award

The annual and quarterly progress reports shall also be delivered to the Contract Specialist at the following address:

Fill-in Name

Fill-in E-mail Address at Award

F.7 PLACE OF PERFORMANCE

The work to be performed under this contract shall be performed at Contractor's facility unless otherwise stated in Section C.

SECTION G

Contract Administration Data

G.1 PAYMENT- (FFP)

Payment of the prices delineated in Section B.2 to be made after FHWA acceptance in writing, of the deliverables and receipt of a proper invoice.

G.2 SUBCONTRACTS – ADVANCE NOTIFICATION AND CONSENT

Under this contract, the requirement of FAR 44.2, Consent to Subcontracts, has been fulfilled for the following subcontracts:

[APPROVED SUBCONTRACTOR NAME]

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

G.3 INVOICES

Submit all invoices to one of the following invoice addresses:

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

- (a) Include the invoice as an attached PDF document
- (b) Include in the e-mail subject line the following:
 - (1) Invoice No.
 - (2) Contract Number
 - (3) Name of your Company/Organization
 - (4) Attention: Contract Specialist

Example: Invoice No. 35 – DTFH6117C000XX – Contractor Name – Attention: Contract Specialist

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

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

MMAC
FHWA/AMZ-150
6500 S. MacArthur Blvd
Oklahoma City, OK 73169

Attention: Contract Specialist

Express Delivery Point of Contact: Lead Accounting Technician, 405-954-8252

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

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

An invoice submitted to an address other than those identified will be returned to the vendor as non-conforming.

G.4 TECHNICAL DIRECTION

Performance of the work under this contract is subject to the Technical Direction of the COR. The term "Technical Direction" is defined to include, without limitation, the following:

- (a) Direction to the Contractor which redirects the efforts, shifts work emphasis between work areas, requires pursuit of certain lines of inquiry, fills in details or otherwise serves to accomplish the statement of work;
- (b) Provision of information to the Contractor that assists in the interpretation of drawings, specifications or technical portions of the work description; and,
- (c) Review and approval/rejection of technical reports, drawings, specifications and technical information to be delivered by the Contractor.

All Technical Direction must be within the general scope of work stated in the contract. The COR does not have the authority to and may not issue any Technical Direction that:

- (i) constitutes an assignment of additional work outside the general scope of the base contract;
- (ii) constitutes a change as defines in the base contract clause entitled "Changes";
- (iii) in any manner causes an increase or decrease in prices set forth in Section B; or
- (iv) changes any of the expressed terms, conditions or specifications of the contract.

All Technical Direction must be issued in writing, or shall be confirmed in writing by the COR within 3 working days after issuance. The Contractor shall proceed promptly with the performance of duly issued Technical Directions. However, if in the opinion of the Contractor, the direction issued but the COR is within one of the prescribed categories in (i) through (iv) above, the Contractor shall not proceed, but shall notify the Contracting Officer in writing, within 3 working days after receipt of any such direction. The Contracting Officer will determine if the Technical Direction is proper, or if a contract modification would be required to properly implement the direction. Failure of the parties to agree upon the nature of the direction or upon the contract action to be taken with respect thereto shall be subject to the clause included in Section I entitled "Disputes."

G.5 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

(a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work delivered under this contract.

(b) The Contracting Officer shall designate a Contracting Officer's Representative by written notice to the Contractor. The COR's responsibilities shall include technical monitoring of the Contractor's performance and inspecting and accepting deliveries under the contract.

The COR shall be appointed in writing, at which time ALL of the responsibilities of the COR shall be detailed, and a copy of the appointment memorandum shall be furnished to the Contractor. Any changes to the COR delegation shall be made in writing, either by changes to the existing memorandum, or by issuance of a new appointment memorandum. Copies of any changes shall be provided to the Contractor.

(c) The COR is not authorized to perform, formally or informally, any of the following actions:

(1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;

(2) Waive or agree to any modification of the delivery schedule;

(3) Make any final decision on any contract matter subject to the Disputes Clause;

(4) Terminate, for any reason, the Contractor's right to proceed, or issue any order causing the Contractor to stop work; or

(5) Obligate in any way, the payment of money by the Government.

(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.

(e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.

(f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.

(g) 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.6 CONTRACTOR SUPERVISION

The Contractor shall provide total supervision of its staff. Government personnel are not authorized or permitted to supervise any contractor personnel. The contractor's Project Manager (PM) for this contract is:

[Fill-in at Award].

The PM 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 Project Manager is incapacitated due to illness or injury or otherwise is to be removed by the Contractor during the contract performance, replacement of the incumbent Project Manager shall be subject to the approval of the CO.

G.7 TRAVEL AND PER DIEM

The Contractor shall obtain COR/CO approval before scheduling any travel unless specifically stated otherwise in the contract. Travel and Per Diem authorized under this contract shall be reimbursed in accordance with the Government Travel Regulations currently in effect.

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

The following web site provides information on current Per Diem rates:

<http://www.gsa.gov/portal/category/100120>

SECTION H

Special Contract Requirements

H.1 REQUIREMENTS FOR IMPLEMENTING SECTION 508 STANDARDS

The following applies to all FHWA Contracts issued on or after June 25, 2001, for Preparation of Technical reports or other documents that FHWA plans to post on a website.

In addition to the work requirements specified in this statement of work, vendors must ensure that all electronic documents that they prepare will meet the requirements of Section 508 of the Rehabilitation Act. The act requires that all electronic products prepared for the Federal Government be accessible to persons with disabilities, including those with vision, hearing, cognitive, and mobility impairments. Vendors can view Section 508 of the Rehabilitation Act (<http://www.access-board.gov/508.htm>) and the Federal IT Accessibility Initiative (Home Page) (<http://section508.gov/>) for detailed information.

Applicable Standards:

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/508.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 Electronic and Information Technology (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 Contracting Officer's Representative listed in this statement of work.

Electronic documents with images:

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

Electronic documents with complex charts or data tables:

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

Electronic documents with forms:

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

All web-based deliverables shall conform to the Minimum Requirements for FHWA Web Pages and be compatible with the current FHWA web platform of Adobe ColdFusion (version 10 compatible) and Microsoft SQL (server 2012 or higher compatible). Deliverables will be evaluated for Section 508 compliance, including graceful degradation when JavaScript is disabled and color contrast tests. Deliverables shall meet W3C coding standards (<http://www.w3.org/>), FHWA coding standards, and conform to DOT Secure Web Application standards to prevent cross-site scripting (XSS) and SQL Injection.

H.2 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 42.1502 and TAM 1242.1502. 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 60 calendar days to respond. Contractor response is voluntary. If the Contractor does not respond within 60 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.

The Federal Highway Administration utilizes the Contractor Performance Assessment Reporting System (CPARS) to record and maintain past performance information. CPARS is used to document Contractor performance information that is required by Federal Regulations.

CPARS reference material can be accessed at <http://www.cpars.gov/>.

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 60-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 <http://www.cpars.gov/> for review and comment in CPARS.

H.3 GOVERNMENT FURNISHED OR CONTRACTOR ACQUIRED PROPERTY

Equipment provided by the Government or acquired by the Contractor for the performance of work under this contract shall be maintained and accounted for in accordance with the provisions of FAR Part 45. At the conclusion of the contract, all equipment provided by the Government to the Contractor shall be returned to the Government in the same condition as when provided to the Contractor, less normal wear and tear. The Contractor is responsible for transporting all equipment to FHWA, F.O.B Destination, at the conclusion of the contract.

H.4 PROTECTION OF INFORMATION

(a) It is anticipated that in performance of this contract, the Contractor through its employees may have access to, or be in receipt of, certain confidential and proprietary information of Government Contractors, and/or data relating to FHWA's plans, programs, technical requirements, budgetary matters, and such other information, the disclosure of which may give the Contractor a competitive advantage or be adverse to the interests of the Government. The Contractor shall not disclose such information acquired to anyone, other than the Government, including Contractor's other employees, without the prior written consent of the Contracting Officer.

(b) To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and provided such data is marked "Proprietary and Confidential," the Contractor shall protect such information from unauthorized use and disclosure and agrees not to use it to compete against such companies.

(c) For these purposes, "Proprietary and Confidential" information shall mean any information reasonably so designated that is not generally available to the public; but not information that becomes available on a non-confidential basis from another source, or was known to Contractor on a non-confidential basis prior to its disclosure to Contractor in the performance of this contract.

(d) The Contractor shall include the substance of this confidentiality agreement in all subcontracts and Consultant agreements for performance of work under this contract unless excused in writing by the Contracting Officer.

H.5 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.6 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 [To Be Determined]

Additionally, all materials must contain the following statement:

“Any 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.7 NON-PERSONAL SERVICES CONTRACT

This contract is a non-personal services contract as defined in the FAR at subpart 37.101. It is understood and agreed that the Contractor and/or Contractor's employees and subcontractors: (1) shall perform the services specified herein as independent contractors, not as employees of the government; (2) 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; (3) shall be free from supervision or control by any government employee with respect to the manner or method of performance of the services specified; but (4) shall, pursuant to the government's right and obligation to inspect, accept or reject the work, comply with such general direction of the Contracting Officer, or the duly authorized representative of the Contracting Officer, as is necessary to ensure accomplishment of the contract objectives.

H.8 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.

SECTION I **Contract Clauses**

I.1 CLAUSES INCORPORATED BY REFERENCE

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

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

52.202-1 DEFINITIONS. (NOV 2013)

52.203-3 GRATUITIES. (APR 1984)

52.203-5 COVENANT AGAINST CONTINGENT FEES. (MAY 2014)

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT.
(SEP 2006)

52.203-7 ANTI-KICKBACK PROCEDURES. (MAY 2014)

52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR
ILLEGAL OR IMPROPER ACTIVITY. (MAY 2014)

52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY.
(MAY 2014)

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. (APR 2014)

52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY
AGREEMENT OR STATEMENTS. (JAN 2017)

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. (OCT 2016)
- 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE. (OCT 2016)
- 52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE.
(JUL 2016)
- 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND
CERTIFICATIONS. (DEC 2014)
- 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN
SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED,
OR PROPOSED FOR DEBARMENT. (OCT 2015)
- 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING
RESPONSIBILITY MATTERS. (JUL 2013)
- 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC
CORPORATIONS. (NOV 2015)
- 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)
- 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES. (OCT 1997)
- 52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA
OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS.
(OCT 2010)
- 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS. (NOV 2016)
- 52.222-3 CONVICT LABOR. (JUN 2003)
- 52.222-17 NONDISPLACEMENT OF QUALIFIED WORKERS. (MAY 2014)
- 52.222-21 PROHIBITION OF SEGREGATED FACILITIES. (APR 2015)
- 52.222-26 EQUAL OPPORTUNITY. (SEP 2016)
- 52.222-35 EQUAL OPPORTUNITY FOR VETERANS. (OCT 2015)

52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES. (JUL 2014)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

52.222-37 EMPLOYMENT REPORTS ON VETERANS. (FEB 2016)

52.222-38 COMPLIANCE WITH VETERAN'S EMPLOYMENT REPORTING REQUIREMENTS. (SEP 2010)

52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT. (DEC 2010)

52.222-41 SERVICE CONTRACT LABOR STANDARDS. (MAY 2014)

52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS-PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS). (MAY 2014)

52.222-50 COMBATING TRAFFICKING IN PERSONS. (MAR 2015)

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION. (OCT 2015)

52.222-60 PAYCHECK TRANSPARENCY (EXECUTIVE ORDER 13673) OCT 2016)

52.222-61 ARBITRATION OF CONTRACTOR EMPLOYEE CLAIMS (EXECUTIVE ORDER 13673) (DEC 2016)

52.222-62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706) (JAN 2017)

52.223-6 DRUG-FREE WORKPLACE. (MAY 2001)

52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING

	WHILE DRIVING. (AUG 2011)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES. (JUN 2008)
52.227-1	AUTHORIZATION AND CONSENT. (DEC 2007)
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT. (DEC 2007)
52.227-3	PATENT INDEMNITY (APR 1984)
52.227-14	RIGHTS IN DATA-GENERAL (MAY 2014)
52.229-3	FEDERAL, STATE, AND LOCAL TAXES. (FEB 2013)
52.232-1	PAYMENTS. (APR 1984)
52.232-8	DISCOUNTS FOR PROMPT PAYMENT. (FEB 2002)
52.232-11	EXTRAS. (APR 1984)
52.232-17	INTEREST. (MAY 2014)
52.232-23	ASSIGNMENT OF CLAIMS. (MAY 2014)
52.232-25	PROMPT PAYMENT. (JAN 2017)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT. (JUL 2013)
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS. (JUN 2013)
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS. (DEC 2013)
52.233-1	DISPUTES. (MAY 2014)
52.233-3	PROTEST AFTER AWARD. (AUG 1996)
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (OCT 2004)
52.242-13	BANKRUPTCY. (JUL 1995)
52.243-1	CHANGES - FIXED-PRICE. (AUG 1987)
52.245-1	GOVERNMENT PROPERTY. (JAN 2017)

- 52.245-9 USE AND CHARGES (APR 2012)
- 52.246-25 LIMITATION OF LIABILITY - SERVICES. (FEB 1997)
- 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE). (APR 2012)
- 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE). (APR 1984)
- 52.253-1 COMPUTER GENERATED FORMS. (JAN 1991)
- 1252.223-73 SEAT BELT USE POLICIES AND PROGRAMS. (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

PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (FEB 2015)

- 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 the period of performance of this contract.

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

(a) The Government may extend the term of this contract by written notice to the Contractor within the period of performance of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend any time 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 26 months.

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.

1252.237.73 KEY PERSONNEL (APR 2005)

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

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

The Key Personnel under this Contract are:

<u>Position</u>	<u>Staff Member Name</u>

SECTION J
LIST OF ATTACHMENTS

J.1 Standard Form LLL

J.2 Shipping Label

SECTION K
Representations, Certifications, and Other Statements of Bidders

K.1 FEDERAL PROCUREMENT DATA

Provide the information requested below:

- a. DUNS Number:
- b. Taxpayer Identification Number:
- c. Home Office Congressional District
- d. Business size & type [e.g. HUBZone, SDVOSB, WOSB etc.]
- e. Most recent filing of VETS-4212 Report

K.2 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS. (JAN 2017)

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

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

(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) [52.203-18](#), Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.

(iv) [52.204-3](#), Taxpayer Identification. This provision applies to solicitations that do not include the provision at [52.204-7](#), System for Award Management.

(v) [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) [52.209-2](#), Prohibition on Contracting with Inverted Domestic Corporations—Representation.

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

(viii) [52.209-11](#), Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(ix) [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.

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

(xi) [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.

(xii) [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.

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

(xiv) [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.

(xv) [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.

(xvi) [52.222-57](#), Representation Regarding Compliance with Labor Laws (Executive Order 13673). This provision applies to solicitations expected to exceed \$50 million which are issued from October 25, 2016 through April 24, 2017, and solicitations expected to exceed \$500,000, which are issued after April 24, 2017.

Note to paragraph (c)(1)(xvi): By a court order issued on October 24, 2016, 52.222-57 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(xvii) [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.

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

(xix) [52.223-22](#), Public Disclosure of Greenhouse Gas Emissions and Reduction Goals–Representation. This provision applies to solicitation that include the clause at [52.204-7](#).

(xx) [52.225-2](#), Buy American Certificate. This provision applies to solicitations containing the clause at [52.225-1](#).

(xxi) [52.225-4](#), Buy American—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 \$77,533, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,533 or more but is less than \$100,000, the provision with its Alternate III applies.

(xxii) [52.225-6](#), Trade Agreements Certificate. This provision applies to solicitations containing the clause at [52.225-5](#).

(xxiii) [52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xxiv) [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.

(xxv) [52.226-2](#), Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services

of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

- ☐ (i) [52.204-17](#), Ownership or Control of Offeror.
- ☐ (ii) [52.204-20](#), Predecessor of Offeror.
- ☐ (iii) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.
- ☐ (iv) [52.222-48](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.
- ☐ (v) [52.222-52](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.
- ☐ (vi) [52.223-9](#), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).
- ☐ (vii) [52.227-6](#), Royalty Information.
 - ☐ (A) Basic.
 - ☐ (B) Alternate I.
- ☐ (viii) [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)

K.3 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 (FAPIS) 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).

SECTION L

Instructions, Conditions, and Notices to Bidders

L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE. (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

www.acquisition.gov

L.2 52.204-7 SYSTEM FOR AWARD MANAGEMENT. (OCT 2016)

L.3 52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING. (JUL 2016)

L.4 INSTRUCTIONS FOR PREPARATION FOR PROPOSALS

Clarity and completeness are of the utmost importance in the proposal. With the exceptions of the responsibility determination and past performance evaluations, only material contained within the proposal will be considered in the source selection evaluation and selection process.

This RFP is written in the Uniform Contract Format described in FAR section 15.204-1. Offerors are encouraged to familiarize themselves with the Uniform Contract Format. This will facilitate your understanding of the terms and conditions of this solicitation, these instructions and the source selection process.

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

L.5 PROPOSAL FORMAT

The format of the proposal volumes discussed below shall be as follows:

- (a) Proposals shall be prepared on 8½ x 11 inch paper.
- (b) A page is defined as one side of an 8 ½ by 11 inch sheet of paper. Therefore, a sheet with printing on both sides is considered two pages.
- (c) Text shall be printed using a Times New Roman or Arial font, size no less than 12 point font.
- (d) Page margins (exclusive of headers and footers) shall be a minimum of 1 inch top, bottom

and each side. Columns shall not be used as they are difficult to read electronically.

(e) Footnotes, legends, or labels associated with tables or diagrams, and other information that is ancillary to the main text, may be presented in a font size smaller than 12 point font--- provided that any such smaller font is fully legible.

NOTE: The FHWA requests the offerors submit the original proposal with binding be in the form of a three-ring loose-leaf binder at the left margin. Do not use paper clips or staples as binding.

L.6 PROPOSAL CONTENT AND CONFIGURATION (FFP)

Each proposal shall be broken out into the volumes and parts described below:

Volume I – Technical (Parts I and II), which shall be provided in the form of **one (1) original** and **four (4) paper copies**, and **one (1) digital copy** (CD), shall consist of the following:

- (a) Part I – Technical/Management Approach – Not to exceed 15 pages
- (b) Part II – Staffing Proposal/Resumes – Staffing proposal is limited to 5 pages not including 2 pages per submitted resume.

Volume II – Business and Cost/Price (Parts I-V), which shall be provided in the form of **one (1) original** and **four (4) paper copies**, and **one (1) digital copy** (CD), shall consist of the following:

- (a) Part I – Cost/Price Information
- (b) Part II – Subcontracts/Consultants
- (c) Part III – Other Financial/Organizational Information
- (d) Part IV – Small Business Subcontracting Plan (if applicable)
- (e) Part V – Past Performance – Not to exceed 10 pages.

Volume I – Technical Proposal

This volume shall consist of two parts. Parts I and II shall be bound together. No cost/price data shall be included in any part of Volume I. The Technical proposal will be evaluated in accordance with the factors contained in Section M.

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

Part I – Technical/Management Approach

The offeror's response shall demonstrate an understanding of the requirements and approach to addressing the tasks anticipated and how the contract requirements and objectives will be met. The proposal shall not repeat the Section C – Statement of Work requirements, but instead demonstrate an understanding of the issues involved the approach to addressing such issues, and

the unique experience of the offeror's team to address such considerations.

The technical approach shall also include a management plan, which details how the offeror will address the requirements of this RFP.

Part II – Staffing Proposal/Resumes

Offerors shall provide a Master Staffing Matrix, which denotes those key personnel and the staffing levels proposed, and capabilities/credentials.

Additionally, the offeror shall provide a contingency plan to replace key personnel over the life of the contract. The contingency plan must demonstrate that the offeror has the ability to replace key personnel without any adverse impact on performance. As a part of the contingency plan, the offer must demonstrate their recruitment and hiring plan to fill key positions.

A resume shall be submitted for all key personnel and must be organized and numbered. Resumes shall clearly match the area in which the staff member will be utilized and may not exceed 2 pages for each person proposed. Resumes shall include academic background; technical qualifications; project management, subject matter expertise; relevant project level experience; and professional affiliations, licenses, designations or national committee appointments.

Volume II – Business and Cost/Price

Part I – Cost/Price Information

- (a) The pricing information provides an overall price by the offeror's team and the details and assumptions that are included in it. Proposals must adhere to the pricing structure established in Section B.2, Schedule of Services.
- (b) Format and Content. Volume II shall include the following documents (in the order listed):
 - (1) Use of the 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.
 - i. Signature Authority – The person signing the Standard Form 33 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.
 - ii. Acceptance Period - The acceptance period entered on the Proposal Form by the offeror shall not be less than 120 days.
 - (2) Pricing Chart. Complete the pricing structure established in Section B.2, Schedule of Services. This contract will be awarded on an "All or None" basis.

Therefore, for the offer to be responsive, the offeror shall propose for ALL CLINs identified in B.2.

NOTE: Offeror shall propose the not to exceed travel amount provided in Section B.2. No labor costs, indirects, or fees should be applied.

- (c) 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.

Any information submitted must support the price proposed. Include sufficient detail or cross-references to clearly establish the relationship of the information provided to the price proposed. Support any information provided by explanations or supporting rationale as needed to permit the Government to evaluate the documentation. Such information is not considered cost or pricing data, and will not require certification in accordance with FAR 15.403.

Part II – Subcontracts/Consultants

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

- (a) Name and address of the subcontractor or consultant.

Part III – Other Financial/Organizational Information

Provide the following information:

- (a) Standard Form LLL - Submit a completed Standard Form LLL, Disclosure of Lobbying Activities, included as Attachment No. J.1.
- (b) Terminated Contracts - List any contract that was terminated for convenience of the Government within the past 3 years, and any contract that was terminated for default within the past 5 years. Briefly explain the circumstances in each instance.
- (c) A completed copy of Section K in this RFP, if the Offeror is not registered and completed this representation and certification in the System for Award Management.
- (d) A completed, signed, and dated FAR 52.219-28 (See Section I).
- (e) Conflicts of Interest - Offerors shall provide a brief statement in its proposal that describes in a concise manner all past, present or planned organizational, contractual or other interest(s), which may affect the Offerors' ability to perform the proposed contract in an impartial and objective manner. The Contracting Officer will review the statement and may require additional relevant information from the Offerors. In accordance with FAR Subpart 9.5, all such information, and any other relevant information known to

DOT, will be used to determine whether an award to the Offerors may create an actual or potential conflict of interest. If any such conflict of interest is found to exist, the Contracting Officer may (a) disqualify the Offerors, or (b) determine that it is otherwise in the best interest of the United States to contract with the Offerors and include appropriate provisions to mitigate or avoid such conflict in the contract awarded.

- (f) The offeror must state that they agree to all terms and conditions of the model contract of this solicitation, which consists of the RFP Sections A through J, including all documents, exhibits, and all other attachments that are incorporated therein by reference and made a part thereof, or provide an explanation for any exceptions.
- (g) DUNS Number.

Part IV - Small Business Subcontracting Plan

When the proposed price exceeds \$700,000, each prime offeror who is other than a small business, in accordance with the NAICS code identified in Section K, FAR clause 52.204-8(a), shall include within its proposal a complete copy of their Master Subcontracting Plan, satisfactorily addressing all of the administrative requirements set forth in FAR 52.219-9.

The offeror shall also submit a subcontracting plan in accordance with the instructions/format in Attachment No. J.3. In the event that the Offeror has no such plan, the form shall be submitted with “no plan identified” indicated on the form as applicable and the offeror shall submit a statement of circumstances supporting that determination.

Part V - Past Performance

The offeror shall submit in its proposal past performance references for no more than five relevant contracts or subcontracts performed by the offeror, its predecessor companies, its key personnel who have relevant experience, or its performance as a subcontractor performing major or critical aspects of the requirement. Relevant contracts/subcontracts are those similar in nature to the requirements of the solicitation, performed within the last 3 years. Each past performance reference shall not exceed two pages for a total maximum page count of 10 pages. Each past performance reference must contain contact information **(including phone number and email address)** for the Contracting Officer and Contracting Officer’s Representative if a federal contract, or for equivalent positions if non-federal or a subcontract, as well as the contract number with agency or business name, total potential value, value of work completed, description of work performed by the offeror, and the period of performance. Each reference must indicate clearly whether the work was performed by the Offeror as a prime or as a subcontractor, by a predecessor company, by proposed key personnel, etc.

L.7 AUTHORIZED OFFICIAL AND SUBMISSION OF PROPOSAL

The original proposal must be signed by an official authorized to bind your organization and must stipulate that it is predicated upon all the terms and conditions of this RFP. Your proposal shall be submitted in the number of copies, to the address and marked as indicated in Block 9,

page 1. Proposals shall be reproduced on letter-sized paper, and legible in all required copies.

L.8 PROCUREMENT INTEGRITY ACT REQUIREMENTS

Your attention is directed to the provision 52.215-1(e) and FAR 3.104-4 for a discussion on marking and protecting proposal information. Offerors should put the following notice on each volume of its proposal:

This proposal shall be used and disclosed for evaluation purposes only, and a copy of this Government notice shall be applied to any reproduction or abstract, thereof. Any authorized restrictive notices that the submitter places on this proposal shall also be strictly followed. Disclosure of this proposal outside the Government for evaluation purposes shall be made only to the extent authorized by, and in accordance with law.

L.9 INQUIRIES

Please direct all questions pertaining to this RFP by e-mail to Ms. Tamiko Aikens at Tamiko.Aikens@dot.gov. No telephonic questions will be accepted. All questions must be received within the timeframes specified for questions to receive a timely response.

Questions related to this solicitation must be received before **12:30 PM EST** on **July 6, 2017**.

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.

Communications with other officials may compromise the competitiveness of this acquisition, and result in the disqualification of the offeror and/or cancellation of the solicitation.

L.10 IMPORTANT DELIVERY INFORMATION

When/Where/How Many to Submit:

The offeror shall submit the number of volumes specified in Section L. The Business and Price Proposal spreadsheets shall be submitted in an unlocked version of Microsoft Excel so that the Contract Specialist can verify the calculations used to obtain the final price.

The Proposals are due no later than time and due date specified in block 9 on page 1 of this RFP.

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

L.11 AWARD

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

The Contracting Officer is the only individual who can legally commit or obligate the

Government to expend public funds. No cost chargeable to the proposed Contract can be incurred before receipt of a fully executed Contract or specific written authorization from the Contracting Officer.

The government expects to award after review of the initial proposal without discussions. Therefore, your initial offer should contain your best terms from a price and technical standpoint.

L.12 52.216-1 TYPE OF CONTRACT. (APR 1984)

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

L.13 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 Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Robin K. Hobbs, Federal Highway Administration, Office of Acquisition and Grants Management, HCFA-22, 1200 New Jersey Avenue, SE, Washington, DC 20590.

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

(End of provision)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS. (APR 1984)

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

(b) The use in this solicitation of any Department of Transportation Acquisition Regulation (48 CFR Chapter 121) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

SECTION M

Evaluation Factors for Award

M.1 BEST VALUE EVALUATION

- (a) Award will be made to the offeror(s): whose proposal 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 evaluated by an integrated assessment of cost/price and non-price evaluation factors, to provide the best value to the Government.
- (b) Evaluation of Proposals
 - (1) Initial Evaluation of Proposals. The offeror 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 (iii) 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.
 - (i) 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.
 - (ii) Final Evaluation of Offers. A final proposal evaluation will be performed after receipt of Final Proposal Revisions.
 - (iii) The Government may enter into discussions with any Offeror(s) solely regarding their Small Business Subcontracting 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 if the 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 cost/price.

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/MANAGEMENT APPROACH

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

1. The Offeror shall demonstrate through the quality and thoroughness of the proposal's plan to conduct a market review.
2. The Offeror shall demonstrate significant experience in highway construction project management.
3. The Offeror shall demonstrate knowledge of current and emerging Augmented Reality (AR) systems and their characteristics.
4. The Offeror shall demonstrate understanding of how AR systems could be applied for construction inspection and review, training, and improved project management.
5. The Offeror shall demonstrate understanding of the data, models, IT tools, etc. currently used in construction by highway agencies and how AR systems would fit into agency business process systems.
6. The Offeror shall demonstrate the proposed research team's technical concept of the problem, their approach to successfully carrying out the project and producing the desired deliverables.
7. The Offeror shall demonstrate the ability to effectively coordinate and manage geographically dispersed individuals, teams and institutions.

(b) PAST PERFORMANCE EVALUATION

Past performance information is evaluated as a predictor of future contract performance. Using past performance information for each offeror, the Government will assess the probability that the instant requirement will be successfully completed in accordance with contract terms.

The Government will evaluate the merits of the offeror's past performance on the basis of its performance record. The Government will consider the following areas in its evaluation of past performance:

- (1) Timeliness – Delivery or Performance
- (2) Quality of products or services provided
- (3) Cost control
- (4) Relevance of the prior work to the requirements of the solicitation including scope, size, and currency.
- (5) Overall Management of the project
- (6) Compliance with subcontracting plans/goals
- (7) General trends in past performance.

The Government will consider past performance information submitted by the offeror on its predecessor companies, key personnel who have relevant experience, or its performance as a subcontractor performing major or critical aspects of the requirement. Offerors may provide information on problems encountered on identified contracts and the offeror's corrective actions.

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.

In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror will not be evaluated favorably or unfavorably.

(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.

The IGCE will not be disclosed to the public.

(d) SMALL BUSINESS SUBCONTRACTING PLAN

The Small Business Subcontracting Plan (if applicable) will be evaluated on a "Pass/Fail" basis.

(End of Solicitation)