

**Statement of Work
For
3rd Infantry Division Highway**

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

This Task Order is issued under contract DTFH61-10-D-00004/5/6/7/8/9 and contains additional information as authorized by the base contract. Performance and administrative requirements in this Task Order are specific to this Task Order and are in addition to requirements stated in the base contract.

PRICING STRUCTURE

Task	Estimated Cost	Fixed Fee	Total
Task 1			
Task 2			
Task 2.1			
Task 3			
Task 4			
Task 5			
Task 6			
Task 7			
Task 8			
Task 9			
Task 10			
Task 11			
Total			

Option 1	Estimated Cost	Fixed Fee	Total
Task 12			
Task 13			
Task 14			
Task 15			
Total			

All necessary and reasonable travel and per diem will be reimbursed at cost in accordance with the Travel and Per Diem clause in Section G of the base contract and this Task Order.

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 BACKGROUND

Section 1927 of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) (P.L. 109-59) requires "a report that describes the steps and estimated funding necessary to designate and construct a route for the 3rd Infantry Division Highway," extending from Savannah, Georgia to Knoxville, Tennessee, by way of Augusta, Georgia. Section 1927 authorized studies for two highway corridors originating in Georgia. In addition to the 3rd Infantry Division Highway, the section authorized the 14th Amendment Highway, which will be studied under a separate procurement.

C.2 TASK ORDER Objective

The objective for this initiative is to produce a report, which will be submitted to Congress on the steps and costs necessary to designate and construct a route for the 3rd Infantry Division Highway.

C.3 DEFINITIONS

Expert Working Group - a group with particular knowledge about a specific topic area or geographic area that is formed to examine a particular situation or problem and provide unstructured suggestions about the topic. In the case of this study, the expert working group might be comprised of State transportation agency personnel, local government officials, Forest Service, Park Service, and/or a representative of a group in opposition to the highway.

The working group for this task order may not have a cumulative of more than nine non-federal employees.

C.4 Work Tasks

Task 1: Kick-off Meeting

The contractor including the key personnel as identified in Section G.3 shall attend a kick-off meeting with the Contracting Officer's Technical Representative (COTR), Task Monitor (TM), and the FHWA support staff. [Kickoff meetings are generally between 2 - 6 hours.]

The purpose of the Kick-off meeting is to introduce the players, provide background information, clarify issues or concerns, define the roles and responsibilities, establish timelines, and to respond to questions.

Task 2: Inventories of existing information and initial spatial data base

A catalog of existing studies, reports, analyses, plans, special data bases used by the Federal and state agencies and similar material relating to these corridors shall be compiled and cataloged by the contractor. Where existing reports are available online, the inventory shall reference them using a hyperlink to the (Uniform Resource Locator) URL address of the site containing the information. If the information is not available online, the contractor shall provide the data in an electronic format consistent with the requirements in Section C.6. The contractor is responsible for creating, updating, and maintaining the inventory of existing information.

Monthly inventories and a narrative detailing the inventories shall be reported in an inventories technical memorandum, sent electronically to the TM.

Task 2.1

The contractor shall assemble a collection of information for an initial spatial database (ArcGIS-based) sufficient enough to facilitate public comment on possible alternative alignments. The contractor shall, to the extent practicable, use information from existing spatial databases collected in Task 1 above.

The information collected shall include, at a minimum the following information:

- a) land use,
- b) environmental features,
- c) demographic data,
- d) Geographical and traffic information.

Information collected by the contractor shall be for corridors with widths extensive enough to allow for appropriate consideration of alternative alignments (e.g., see the third map at: <http://www.fhwa.dot.gov/planning/sec1927maps.htm>).

Information relative to the spatial database shall be provided to the COTR electronically in a spatial database technical memorandum with supporting documentation attached for review and comment. The TM will review and return the draft spatial database technical memorandum to the contractor with comments electronically. Upon receiving the comments from the TM, the contractor shall incorporate the comments and return the final spatial database technical memorandum to the TM.

Task 3: Establishment and subsequent maintenance and operation of an expert working group

The contractor shall assemble and facilitate meetings with an expert working group to provide unstructured opinions on the different aspects of the study. The contractor shall assess the input from the expert working group and provide written reports to the TM on subsequent tasks, including the determination of control points, et cetera. The expert working group shall be led and coordinated by the contractor. Among its members, no more than nine (9) shall be non-federal employees. Meetings are to be held in person, with teleconference or videoconference capabilities provided for those who cannot attend in person.

The contractor shall submit the schedule of meetings electronically to the TM. At a minimum, the contractor shall assemble and facilitate one kick-off meeting and meeting once every three months.

The TM will attend and participate in all meetings.

During the facilitation of each of the working group the contractor shall take notes and document the proceedings as well as the discussions. Upon conclusion of each of the working group meeting, the contractor shall submit a summary of the meeting in Microsoft Word format. Each summary shall be sent electronically to the TM for review and comment. The TM will review and return the draft summary to the contractor with comments electronically. Upon receiving the comments from the TM, the contractor

shall then incorporate the comments and return the final summary to the TM.

Task 4: Provision of website content to the FHWA

The contractor shall provide content for an FHWA-constructed study website. The content may include, but is not limited to the following:

- a) Pertinent information from the expert panel;
- b) Meeting summaries;
- c) Items for the project calendar;
- d) Opportunities for public involvement;
- e) Project status updates; interim products (draft reports);
- f) Recommendations; map updates.

Each website content document shall be sent electronically to the TM for review and comment. The TM will review and return the draft website content document to the contractor with comments, electronically. Upon receiving the comments from the TM, the contractor shall then incorporate the comments and return the final website content document to the TM.

All website content shall be submitted to the TM consistent with the data requirements as specified in Section C.6.

Task 5: Determination of Control Points for the Segments

The contractor shall recommend control points for the 3rd Infantry Division Highway with supporting justification and rationale in a control points technical memorandum. SAFETEA-LU specifies that the route should link Savannah, Georgia, Augusta, Georgia, and Knoxville, Tennessee. The control points may be the cities listed, or may be other points, as long as the corridor includes the specified cities. Input from the expert working group shall be included the recommendation.

The contractor shall submit a control points technical memorandum electronically to the TM for review and comment. The TM will review and return the control points technical memorandum to the contractor with comments electronically. Upon receiving the comments from the TM, the contractor shall then incorporate the comments and return the final control points technical memorandum to the TM.

Task 6: Recommendations for Public Involvement

The contractor shall produce a technical memorandum, which recommends the type of public involvement to use in gaining input for an eventual determination of study alignments and design levels (Task 7), for gaining input on the draft estimates of cost to construct and steps to construct (Task 9), and for the appropriateness of sub-studies (Task 11). The public involvement shall consider any comments about the general structure of the overall study. The contractor shall document the unstructured input from the expert working group, as established in Task 3, to assist in the public involvement recommendation. Recommended public involvement shall be consistent with the public participation plans of the State of Georgia and those of any other State or MPO affected by the study alignments. The contractor shall also consider public involvement mechanisms in the technical memorandum that can potentially reach low literacy and low English-proficiency populations that are consistent with non-

discrimination requirements.

The contractor shall submit a public involvement technical memorandum electronically to the TM for review and comment. The TM will review and return the public involvement technical memorandum to the contractor with comments electronically. Upon receiving the comments from the TM, the contractor shall then incorporate the comments and return the final public involvement technical memorandum to the TM.

Task 7: Determination of Study Alignments and Design Levels

The contractor shall submit a technical memorandum, which provides alternative alignment/design levels for study. The contractor shall submit 4 alternative alignment/design levels for each segment, except 5 for the segment between Lavonia, Georgia and Knoxville, Tennessee.

An alternate may include an alignment with a design level that changes (e.g., is a freeway for a portion of the segment and an expressway for another portion of the segment).

Among these alternative alignments at least one alignment/design level in each segment shall be an Interstate standard design level. Furthermore, at least one alignment/ design level on in each segment shall use substantial portions of existing highways, and at least one alignment/design level between Lavonia, GA and Knoxville, TN shall be outside the Great Smoky Mountain National Park.

The contractor shall organize and facilitate public involvement determined and approved by the TM in Task 6 for this task.

The technical memorandum shall be based on the contractor's recommendation, public input, and the expert working group.

In the technical memorandum the contractor shall detail if more or fewer alignment/design level alternatives are appropriate. The technical memorandum shall also describe the study alignment and design level for each segment, including any maps depicting the alignments. The technical memorandum shall be accompanied by associated information collected from the expert working group and public involvement held as part of this task.

The contractor shall submit an alignment technical memorandum electronically to the TM for review and comment. The TM will review and return the alignment technical memorandum to the contractor with comments electronically. Upon receiving the comments from the TM, the contractor shall then incorporate the comments and return the final alignment technical memorandum to the TM.

Task 8: Detailed Spatial Database

The contractor shall collect information for a spatial database sufficient to evaluate alternative alignments for cost and steps needed to construct. The information shall include the following:

- a) Land use (e.g., existing and planned development, parkland, commercial and industrial development),
- b) Environmental features (e.g., critical habitat, wetlands, sites with hazardous substances,

- historic, cultural and archaeological resources)
- e) Demographic features (e.g. population density, locations with relatively large populations of low income, minority, elderly or disabled populations)
- d) Geographic and other features (topological and soil type) information.

In addition, sufficient traffic (including overall Average Daily Traffic (ADT) and truck ADT) information shall be collected to allow a rudimentary traffic forecast for an improved highway that allow determination of major design features (e.g., number of lanes, pavement structure).

The width of the corridor, for which the above information is to be collected shall extend no more than a few miles on either side of an alignment, except where additional traffic information is needed to estimate diversion.

All collected data shall also be provided in ArcGIS format to the TM in a digital format via CD or DVD with the submission of the final report.

Task 9: Draft Estimates of Costs and Steps to Complete Construction

Using the alternative alignment/design levels, the contractor shall develop a construction report containing the estimated cost and steps for the following:

1. The cost to construct (for each alternative alignment/design level for each segment). The cost shall be estimated for each of the following components:

- a. Environmental documentation,
- b. Other Preliminary Engineering,
- c. Right of Way (ROW),
- d. Mainline construction (including drainage),
- e. Structures,
- f. Interchanges and intersections,
- g. Environmental mitigation, erosion control, wetland management and landscaping,
- h. Traffic control during construction.
- i. Intelligent Transportation Systems (ITS)
- j. Utility work
- k. Other

The contractor shall use the FHWA's Cost Estimating Guidance, January 2007 for estimating costs for major projects (see: <http://www.fhwa.dot.gov/programadmin/mega/cefinal.cfm>), and shall validate their estimates with the appropriate State transportation agencies in the affected States.

2. The steps to construct (for each alternative alignment/design level for each segment). The number of steps shall be estimated by the contractor for each of the following components

- a. Number and types of planning products approved
- b. Number and types of permits (by general category, e.g., land use, construction, placement of structures, drainage, stream modification, etc);
- c. Number and type of ROW acquisition actions;

- d. Number and types of contracts
- e. Other actions

For both the cost-to-construct and the steps-to-construct work, the contractor may merge some components or rearrange components as long as the product is an estimate by major components.

The contractor shall organize and facilitate public involvement determined and approved by the TM in Task 6 for this task.

The estimates of cost to construct and the steps to construct shall be based on the contractor's analysis and be informed by the expert working group and by the results of public involvement.

The contractor shall submit a draft construction estimate report electronically to the TM for review and comment. The TM will review and return the draft construction estimate report to the contractor with comments electronically. Upon receiving the comments from the TM, the contractor shall incorporate the comments and return the final construction estimate report to the TM.

Task 10: Final Report.

The contractor shall submit a final report, which includes the technical memorandums from task 2-9 in a final report on the steps and funding necessary to designate and construct a route for the 3rd Infantry Division Highway.

A draft final report shall be submitted to the TM. The TM will review and provide comments on the draft final report. Upon receiving the comments from the TM, the contractor shall incorporate the comments and return the final report to the TM. After receiving the final sub-studies cost and steps estimate, the TM will review and provide any final comments to be addressed and submitted to the TM or an approval thereof.

Task 11: Recommendations for Selected Sub-Studies

Section 1927 of SAFTEA-LU specifies a discrete set of issues to examine for the 3rd Infantry Division Highway: the steps and cost to construct a highway. Highway planning studies usually include a broad range of other studies. The contractor may be asked submit a technical memorandum that recommends which of potential sub studies below should be undertaken.

1. Travel time impacts
2. Safety impacts
3. Environmental impacts
4. Social impacts
5. Quality of life impacts
6. Economic development and use impacts
7. Long term maintenance and operation impacts
8. Security impacts
9. Other topics

Based on input from the expert working group and the results of public involvement, the contractor shall

submit to the TM a technical memorandum with recommendations on which, if any, sub-studies to undertake and a detailed plan for conducting the sub-study. The TM will review the recommendations and provide comments to the contractor on whether to conduct the sub-studies. Upon receiving the comments from the TM, the contractor shall incorporate the comments and return the final technical memorandum to the TM.

Option 1

Task 12: Conducting Selected Sub-Studies

The contractor shall conduct and submit the findings of the conducted sub-studies as a Technical Memorandum(s) to supplement the Final Report on the costs and steps to construct. The sub-studies shall be conducted by the contractor consistent with Appendix A to Part 450 of Title 23 Code of Federal Regulations (Linking the Transportation Planning and NEPA processes). The technical memorandum(s) shall be submitted to the TM for review and comment. The TM will review and return the draft sub-studies technical memorandum to the contractor with comments. Upon receiving the comments from the TM, the contractor shall incorporate the comments and return the final sub-studies technical memorandum to the TM.

Task 13: Recommendations for public involvement in sub studies

The contractor shall recommend in a public involvement technical memorandum the type of public involvement to use in gaining input on related sub-studies. The recommendation shall not include any involvement that violates the Paper Reduction Act.

The public involvement shall ultimately inform the contractor's technical memorandum(s) prepared for the sub-studies that are undertaken. The contractor shall, as in Task 6, also consider the desirability of using public involvement mechanisms that can potentially reach low literacy and low English-proficiency populations and that are consistent with non-discrimination requirements.

The recommendations for public involvement on related sub studies shall be submitted to the TM as a technical memorandum. The TM will review and return the draft public involvement technical memorandum to the contractor with comments. Upon receiving the comments from the TM, the contractor shall then incorporate the comments and return the final public involvement technical memorandum to the TM. The technical memorandum shall include associated information collected from the expert working group.

Task 14: Public Involvement Events

The contractor may be asked to conduct public involvement event(s) as detailed in the Sub Task 10.1, upon approval by the TM. After the completion of each of the public involvement event(s), the contractor shall revise the sub-study technical memorandum(s) based on information from the public involvement, the expert working group, as well as the contractor's independent research and findings.

Task 15: Final Sub-Studies Report

The contractor shall produce a final report, which includes the findings and summaries of the sub-studies. The TM will review and provide comments on the final sub studies report. Upon receiving the comments from the TM, the contractor shall then incorporate the comments and return the final sub-studies report to the TM. After receiving the final sub-studies report, the TM will review and provide final comments to be addressed and a final revised report submitted to the TM or an approval thereof.

C.6 Data Format Requirements

Reports and materials produced under this Task Order shall be provided in Microsoft Word 2000, Excel, and other digital formats (such as Adobe PDF) as directed by the COTR.

Documents developed for this Task Order shall be prepared in electronic GPO-required format for printing. The following programs are used to create a majority of the print publishing work received by GPO:

- Page layout: QuarkXPress, Adobe PageMaker, Adobe FrameMaker, Adobe In-Design, Corel Ventura, and Microsoft Publisher 2000.
- Drawings/Illustrations: Adobe Illustrator, Macromedia Freehand, and Corel Draw.
- Image Manipulation: Adobe Photoshop and Corel PhotoPaint.

These are also the preferred programs of the commercial printing industry. The most recent versions of these software programs should be used. The Contractor should check the software vendors' web site for current versions and upgrade patches. Contractors who use programs other than those listed below should consider supplying high-resolution PDF files instead of native files. For more information on creating PDF files references, visit the GPO E-Pub's web site at: <http://www.gpo.gov/procurement/sitg>

C.7 Requirements for implementing Sections 504 and 508 Standards Section 508 Rehabilitation Act Compliance.

All electronic and information technology (EIT) deliverables rendered under this Task Order shall comply with Section 508 of the Rehabilitation Act and the Access Board Standards, which are available for viewing at <http://www.section508.gov>. EIT is defined as any equipment or interconnected system or subsystem of equipment that is used in the creation, conversion, or duplication of data or information, or used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. EIT includes, but is not limited to, telecommunications products (such as telephones), information kiosks and transaction machines, World Wide Web sites, multimedia, office equipment such as copiers and fax machines. It includes computers, ancillary equipment, software, firmware and similar procedures, services (including support services), and related resources.

Unless otherwise indicated, the contractor represents by receipt of this Task Order that all deliverables shall comply with the Access Board Standards. In particular, see Standards of Section 508 Part 1194 as appropriate for the products required in this Task Order. Special attention should be paid to parts 1194.22, Web-based intranet and internet information and applications, and 1194.31, Functional Performance Criteria.

SECTION D - PACKAGING AND MARKING

All deliverables shall be appropriately packaged to ensure their safe delivery.

SECTION E - INSPECTION AND ACCEPTANCE

See Base Contract

SECTION F - DELIVERIES OR PERFORMANCE**F.1 SCHEDULE OF TASKS & DELIVERABLES**

Task	Due date from award (Calendar days unless noted.)
Task 1	
Kick-off meeting	30 days
Task 2	
Monthly Inventories Narrative	First report 60 days after award and thereafter on the 10 th of each month
Task 2.1	
Spatial database technical memorandum	60 days
The TM will review, comment, and return the technical memorandum	15 days after receipt technical memorandum
Final spatial database technical memorandum submitted	15 days after receipt of TM comments.
Task 3	
Establish expert working group	60 days
Working group meeting	Once every three months
Meeting summaries submitted to the TM	10 business days after each meeting
Task 4	
Website content delivered to the TM	First content delivered 60 days after award and thereafter on the 10 th of each month.
The TM will review and provide comments on the website content	15 days after receipt of web content
Final website content submitted to the TM	15 days after receipt of TM comments.

Task 5	
Control points technical memorandum	40 days after Task 3
The TM will review and return comments on the technical memorandum	15 days after receipt of technical memorandum
Final control points technical memorandum submitted	15 days after receipt of TM comments.
Task 6	
Public Involvement technical memorandum	30 days after Task 3
The TM will review and return comments on the technical memorandum	15 days after receipt of technical memorandum
Final public involvement technical memorandum submitted	15 days after receipt of comments.
Task 7	
Alignment technical memorandum	60 days after Task 6
The TM will review and return comments on the technical memorandum	15 calendar days after receipt of technical memorandum
Final alignment technical memorandum submitted	15 calendar days after receipt of comments.
Task 8	
Spatial data in ArcGis format	30 days after Task 7
Task 9	
Construction report	40 days after Task 7
The TM will review and return comments on the construction report	25 calendar days after receipt of technical memorandum
Final construction report submitted	25 calendar days after receipt of comments.
Task 10	
Draft final report	20 days after Task 9
The TM will review and return comments on the draft final report	20 calendar days after receipt of technical memorandum
Final report submitted	25 calendar days after receipt of comments.
Task 11	
Draft recommendation technical memorandum	330 days
The TM will review and return comments on the draft technical memorandum	348 days
Recommendations for selected sub-studies technical memorandum(s)	365 days
Option 1	

Task 12	
Selected sub-studies draft technical memorandums	495 days
The TM will review and return comments on the selected sub-studies draft technical memorandum(s)	30 calendar days after receipt of technical memorandum
Draft sub-studies technical memorandum(s) submitted	25 calendar days after receipt of comments.
Task 13	
Public involvement for sub-studies technical memorandum(s)	450
The TM will review and return comments on the public involvement for sub studies technical memorandum(s)	25 calendar days after receipt of technical memorandum
Final public involvement technical for sub studies technical memorandum(s) submitted	15 calendar days after receipt of comments.
Task 14	
Public involvement events	550
Task 15	
Draft final sub-studies report	610
The TM will review and return comments on the draft final sub studies report	30 calendar days after receipt of technical memorandum
Final sub studies report submitted	90 calendar days after receipt of comments.

E.2 PERIOD OF PERFORMANCE

All work and services required hereunder (tasks 1-11) shall be completed on or before 12 months from the effective date of the task order. Should the Government elect to exercise any of its options for additional tasks under this task order, the total period of performance may be extended up to 14 additional months for Option years 1, as follows:

Base Year 12 months
 Option 1 14 months

E.3.52.217-9 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 60 months.

(End of clause)

F.4 DELIVERABLES ADDRESS

Package and ship deliverables to:

Federal Highway Administration
1200 New Jersey Avenue, SE.
Washington, D.C 20590
Mail Stop: E74-431
Attention: Phil Roke
Email: Phil.Roke@dot.gov

SECTION G - TASK ORDER ADMINISTRATION DATA

G.1 PAYMENT

The contractor may invoice for the line items stated in Section B of this Task Order, plus any allowable cost, reimbursable travel and per diem expenses. Invoices shall be submitted original to one of the address stated below plus an email copy to the COTR at Phil.Roke@dot.gov. The contractor shall refer to the clause 52.232-25 Prompt Payment of the original contract for instructions on submitting invoices.

The Fixed Fees may be invoiced upon successful completion of each deliverable.

The contractor is cautioned that to be considered proper and preserve your rights to timely payment or interest penalties, a proper invoice includes the following information:

1. Name of the business concern, invoice date, and number (sequential numbering of invoices under each Task Order is preferable).
2. Task Order number
3. Service being invoiced
4. Amount of current invoice
5. Signature of an authorized official, certifying that the invoiced amounts are proper.
6. Taxpayer Identification Number

The cumulative amount billed to date, and supporting documentation for travel and per diem or other reimbursable costs should be displayed on subsequent pages of the invoice.

INVOICES FAILING TO FOLLOW THESE INSTRUCTIONS ARE NOT PROPER FOR PAYMENT AND WILL BE RETURNED FOR CORRECTION.

Invoices submitted for this Task Order **SHALL NOT** contain cost from other contracts or Task Orders. The contractor shall submit all invoices to one of the following addresses:

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

- (a) Include the invoice as an attached PDF document
- (b) Include the following in the e-mail subject line:
 - (i) Invoice Number
 - (ii) Task Order Number
 - (iii) Name of your Company/Organization.
 - (iv) Attention: Joseph Fusari

Example: Invoice No. 35 – DTFH61-08-C-00001 – ABC Company – Attention: Joseph Fusari

If the invoice and supporting documents exceed 8 MB as an e-mail attachment, you 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: Joseph Fusari
Express Delivery Point of Contact: Heather Pitt, 405-954-9579

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: Joseph Fusari

All invoices, regardless of submission method, must identify the Contracting Officer as the invoicing point of contact.

Since it is necessary for you to go to the GSA per diem web page to ascertain the correct hotel and M&I expense rates, it would be very helpful to our review and approval process to include a copy of the web page, with the applicable per diem line highlighted. Payments may be delayed when we cannot determine from the invoice which rate applies, and thus cannot approve the invoice without going back to the contractor for more information.

G.2 TRAVEL AND PER DIEM

Travel and per diem will be reimbursed in accordance with the Federal Acquisition Regulation and the Federal Travel Regulations in effect at the time of the travel. Task Orders will include an estimated cost for travel on a not to exceed basis. Travel reimbursed under this Task Order shall be based on the most economical form of transportation available only. Any costs deemed unreasonable will be reduced to a reasonable amount. Improper costs will be disallowed and deducted from the invoice. Any exceptions shall be fully justified and if at all possible, be approved in advance by the Contracting Officer. All travel shall be scheduled sufficiently in advance to take advantage of available discount rates.

Travel requirements shall be met using the most economical form of transportation available. This includes using connecting rather than direct flights, and reasonable efforts to insure the most economical flights are secured. Simply relying on a travel agent may not be sufficient. If economy class transportation is not available, the invoice must include justification for use of higher class travel indicating dates, times, and flight numbers.

Information on current Federal Travel Regulations and current per diem rates may be obtained at the following web site:

http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentType=GSA_BASIC&contentId=17943

If the contractor purchases non-refundable tickets as a cost saving measure, and then is required to change or cancel the tickets due to causes beyond their control, the contractor may claim reimbursement for service charges. Unused tickets paid for by the Government must be sent promptly to the Contracting Officer, unless it is likely they can be reissued for a later trip and the company maintains an adequate accounting system to protect the tickets from misuse, and insures the Government will not be billed for the subsequent trip. Complete justification and accounting must be provided with the invoice.

Saturday night stays are not required to take advantage of lower fares, but if the traveler chooses to stay over, the Government will reimburse the contractor for the additional lodging and per diem expenses if the reduced cost of the airline ticket offsets these expenses. Complete justification and accounting must be provided with the invoice.

Use of a rental car shall always be justified, and their use is to be the exception rather than the rule. Alternate methods of local travel shall be used whenever possible, such as hotel or airport shuttles and taxis. When using a rental car, your justification must include the distance from the airport to the hotel and then to the training site. The justification must also include the name, phone number, and cost of a shuttle service, or statement that none are available. Remember, the Government is only obligated to pay reasonable costs, and without proper justification, charges will be reduced or eliminated as being unreasonable.

Personal convenience or "club" membership is not a justification for higher airfares, rental cars, or the choice of airlines or hotels.

The contractor shall always attempt to receive the Government rate for auto rentals and hotel rooms. Authorization letters will be issued to travelers upon request.

G.3 KEY CONTRACTOR PERSONNEL (Contractor to fill in names of proposed staff)

The above named individuals are designated as key personnel for this Task Order, and are considered essential for its successful performance. In the event any of the key personnel are unable to perform as proposed for any reason during the performance of the Task Order, the contractor shall immediately notify the COTR and Contracting Officer in writing. Such notice will include an explanation of the problem, a proposed replacement by someone of equal or better qualifications and experience, and shall explain the impact on performance. All replacements are subject to the prior approval of the Contracting

Officer. However, the Government reserves the right to approve such replacements retroactively when circumstances prevent advance approval.

G.4 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

The Contracting Officer has designated Phil Roke as his Technical Representative (COTR) to assist in monitoring the work under this Task Order. The COTR is responsible for the technical administration of the contract and technical liaison with the contractor. The COTR is NOT authorized to change the statement of work, to make any commitments or otherwise obligate the Government or authorize any changes which affect the Task Order price, delivery schedule, period of performance or other terms or conditions.

The Contracting Officer is the only individual who can legally commit or obligate the Government for the expenditure of public funds, award, modify or terminate a contract or Task Order. The technical administration of this Task Order shall not be construed to authorize the revision of the terms and conditions of this Task Order.

If the contractor receives direction from anyone other than the Contracting Officer and believes this will affect the terms, conditions, schedule or pricing, they shall not proceed with such direction. The contractor shall discuss their reservations with the COTR, and if the issues cannot be resolved, then they shall notify the Contracting Officer, who will resolve the matter.

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

- a. Directions to the contractor which redirects the effort, 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, specification, and technical information to be delivered by the contractor.

All Technical Direction must be within the general scope of work stated in the Task Order. The COTR 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 defined in the base contract clause entitled "Changes;" (iii) in any manner causes an increase or decrease in the prices set forth in Section B; or (iv) changes any of the expressed terms, conditions, or specifications of the Task Order.

All Technical Direction must be issued in writing, or shall be confirmed in writing by the COTR 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 by the COTR 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 base contract clause entitled "Disputes."

SECTION II - SPECIAL TASK ORDER REQUIREMENTS

II.AGENCY TASK ORDER OMBUDSMAN

The Contracting Officer's selection decision on each Task Order request shall be final and is not subject to protest, except for a protest that the Task Order increases the scope, period, or maximum value of the Task Order. Accordingly, in accordance with FAR 16.505 (b) (5), an ombudsman has been appointed to hear and facilitate the resolution of contractor's concerns resulting from Task Order award. The existence of the ombudsman does not diminish the authority of the Contracting Officer. Further, the ombudsman does not participate in the evaluation of the proposals or the adjudication of formal contract disputes. Therefore, before consulting with the ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the Contracting Officer for resolution.

If the Contracting Officer cannot make resolution, interested parties may contact the FHWA ombudsman, Ms. Patricia Prosperi, at the following address:

Ms. Patricia A. Prosperi
Associate Administrator for Administration/Agency Competition Advocate
HAD-1
1200 New Jersey Avenue, SE
Washington, DC 20590
E-mail: administration.fhwa@dot.gov

SECTION I - CONTRACT CLAUSES

See base contract.

SECTION J - LIST OF ATTACHMENTS

None

SECTION K - REPRESENTATIONS, CERTIFICATION AND OTHER STATEMENTS OF OFFERORS

N/A

SECTION I – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**L.1**

Offerors are requested to provide your proposed: technical approach to the task, staffing, summary of past performance, and firm fixed prices for completing the Statement of Work in Section C, within a 20-page limit (exclusive of resumes, cover sheet, transmittal letter and pricing data). Submit resumes for all proposed key personnel (Section G). Resumes should identify academic credentials and professional experience only as they relate to the requirements identified in the technical and instructional objectives described for this Task Order. Each resume is limited to three pages.

This is an electronic procurement; no paper solicitation will be sent and no paper copies of proposals will be accepted. Please reference PL0106 on all correspondence. Please submit your proposal electronically by 4:30 PM, Monday May 24, 2010 to:

Contract Specialist Joseph.fasari@dot.gov

If you choose not to propose, please contact us at the same address. Please be aware that the DOT has mandated the use of MS Word throughout the Department. Therefore, it may be a problem to open or read your proposal if you use other formats for your submission. Also, we have a maximum capacity of 5 MG on our e-mail server. If you have large files, please break them down. **Please do not "zip" them.**

L.2 Level of Effort ESTIMATE

The table below is an approximation of the FHWA's ESTIMATED level of effort to complete this task order. In no way does it represent a recommended level of effort.

Task	Estimated Hours
Task 1: Kick-off meeting	6
Task 2: Inventories of existing information and initial spatial data base	148
Task 3: Establishment and subsequent maintenance and operation of an expert working group	424
Task 4: Provision of website content to FHWA	42
Task 5: Determination of Control Points for the Segments	212
Task 6: Recommendations for Public Involvement	120
Task 7: Determination of Study Alignments and Design Levels	445
Task 8: Detailed Spatial Database	127
Task 9: Draft Estimates of Costs and Steps to Complete Construction	460
Task 10: Final Report	101
Task 11: Recommendations for Selected Sub-Studies	40
Subtotal	2,125

Option 1

Task 12: Conduct of Selected Sub-Studies	1,964
Task 13: Recommendations for Public involvement in Sub-Studies	500

Task 14: Public Involvement Events	1,000
Task 15: Final Sub-Studies Report	1,000
Subtotal	4,464
Grand Total	6,589

SECTION M – EVALUATION FACTORS FOR AWARD

M.1 PROPOSAL REVIEW

Proposals will be carefully evaluated on the following technical criteria based on the demonstrated capabilities of the prospective contractor in relation to the needs of the Task Order set forth in Section C above. Each proposal must document the feasibility of its plan to successfully achieve the objectives of the Task Order. Offerors must submit information sufficient to permit a comprehensive evaluation of their proposals based on the detailed criteria listed below in paragraphs M.2 and M.3.

M.2 EVALUATION FACTORS

1. Technical Expertise (110 Points)

- a. Ability to clearly describe the task order objectives, needs, and the manner in which they will be addressed. Does not replicate the task order language but rather demonstrates a clear understanding of what is expected. (10 Points)
- b. Demonstrates a solid grasp of the subject area and required tasks for completion of the contract. (100 points)

2. Staffing (20 Points)

- a. The academic credentials, professional experience, subject matter expertise and technical competence to facilitate a study on the cost and steps needed to construct the 3rd Infantry Division Highway. (10 Points)
- b. The academic credentials, professional experience, subject matter expertise, and technical competence to produce a final report detailing the cost and steps to construct the 3rd Infantry Division Highway. In evaluating credentials of proposed team members, the subject areas highlighted in the "Technical Expertise" section will be considered. (5 Points)
- c. Contingency plans in place to replace key personnel over the life of the Task Order without any adverse impact on performance. (5 Points)

3. Past Performance

- a. Demonstrated recent successful experience developing a final report in the transportation industry.
- b. Acceptable degree of successful performance in prior contracts. The Government will evaluate the merits of each offeror's past performance based on its reputation with its former customers. Evidence can include references, samples of correspondence from satisfied clients, letters of recommendation, etc.

In conducting the past performance evaluation, the Government may use information obtained from other sources.

3.1 Past Performance

- a. "Relevant experience" involves the magnitude of effort and complexities which are essentially what the solicitation requires. "Somewhat relevant experience" involves the magnitude of effort and complexities including some of what the solicitation requires. "Not relevant experience" does not involve any significant aspects of what the solicitation requires. A higher degree of relevancy will carry a higher weight when determining past performance ratings.
- b. The Government may use information obtained from other sources, and will consider the currency, degree of relevance, source and context of the past performance information. Also, general trends in performance and demonstrated corrective actions will be considered. The Government may also consider past performance information regarding predecessor companies, key personnel, other corporate entities or subcontractors where such information is relevant to this acquisition. A significant negative finding in any element may result in an overall high-risk rating.
- c. Using those references deemed relevant or somewhat relevant together with other information obtained, the FHWA will assess the amount of risk associated with the offeror based on its past performance using the following scale:

Adjectival	Color	Description
Excellent [Very Low Risk]	Blue	Essentially no doubt exists that the offeror will successfully perform the required effort based on their record.
Good [Low Risk]	Green	Little doubt exists based on the offeror's record that they can perform the proposed effort.
Adequate [Moderate Risk]	Yellow	Some doubt exists based on the offeror's record that they can perform the proposed effort.
Marginal [High Risk]	Orange	Significant doubt exists that the offeror will successfully perform based on their record.
Poor [Very High Risk]	Red	It is extremely doubtful that the offeror will successfully perform based on their record.
Unknown	Grey	Little or no relevant record identifiable. No positive or negative evaluation significance.

The Government is not required to interview all points of contact identified by offerors.

M.3 BASIS FOR AWARD

In addition to the criteria listed above, price will be considered in the award decision. The proposals will be analyzed to assess their price reasonableness. This means that the prices in an offeror's proposal are realistic for the work to be performed, reflect a clear understanding of the requirements, and are consistent

with the various elements of the offeror's technical proposal.

The Government will accept the offer that is considered the best value to the Government. A best value analysis will be performed taking into consideration the results of the technical evaluation, cost and past performance analysis, and the perceived ability to perform timely, high quality, consistently reliable support services as provided herein.

In the determination of Best Value, the relative weight given to all evaluation factors other than price, when combined, is more important than price. However, offerors should note that as technical scores approach being essentially equivalent, cost would become more important in the selection decision.