

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING	PAGE OF PAGES 1   28
2. CONTRACT (Proc. Inst. Ident.) NO. DTFH61-11-C-00025		3. EFFECTIVE DATE APR 13 2011		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 41-12-10008
5. ISSUED BY FEDERAL HIGHWAY ADMINISTRATION OFFICE OF ACQUISITION MANAGEMENT 1200 NEW JERSEY AVE, SE WASHINGTON DC 20590	CODE HAAM-30	6. ADMINISTERED BY (If other than Item 5) RONALD NELSON FEDERAL HIGHWAY ADMINISTRATION ROOM T-115 6300 GEORGETOWN PIKE MCLEAN, VA VA 22101-2296		CODE HRDI-06

7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code)  UNIVERSITY OF ILLINOIS ATTN MS KATHY YOUNG OFFICE OF SPONSORED PROGRAMS AND RESEARCH ADMINISTRATION 1901 S FIRST STREET SUITE A CHAMPAIGN IL 61820-7406		8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
CODE 041544081 FACILITY CODE		9. DISCOUNT FOR PROMPT PAYMENT
10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN		ITEM

11. SHIP TO/MARK FOR COTR FEDERAL HIGHWAY ADMINISTRATION RESEARCH DEVELOPMENT & TECHNOLOGY OFFICE OF INFRASTRUCTURE 6300 GEORGETOWN PIKE MCLEAN VA 22101-2296	CODE HRDI	12. PAYMENT WILL BE MADE BY FEDERAL HIGHWAY ADMINISTRATION PO BOX 268865 OKLAHOMA CITY OK 73126-8865	CODE OKC
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13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) ( ) <input type="checkbox"/> 41 U.S.C. 253 (c) ( )	14. ACCOUNTING AND APPROPRIATION DATA 15X0100060-0000-040TPP197-4113000000-25305-61006600 \$250,000.00
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15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	The Impact of Wide-Base Tires on Pavements - A National Study				\$1,190,456.00
15G. TOTAL AMOUNT OF CONTRACT					\$1,190,456.00

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
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17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 3 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)		18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any condition sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.	
19A. NAME AND TITLE OF SIGNER (Type or print) <b>Walter K. Knorr, Comptroller</b>		20A. NAME OF CONTRACTING OFFICER Robin K. Hobbs	
19B. NAME OF CONTRACTOR	19C. DATE SIGNED 4/8/11	20B. UNITED STATES OF AMERICA	20C. DATE SIGNED 4/13/2011
BY <i>Walter K. Knorr</i> (Signature of person authorized to sign)		BY <i>Robin K. Hobbs</i> (Signature of the Contracting Officer)	

## **PART I**

### **SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**

The Contractor shall furnish all necessary facilities, materials, and personnel, and shall perform all services necessary to conduct a research and development project entitled, “The Impact of Wide-Base Tires on Pavements - A National Study.”

The total estimated amount for the performance of this contract is \$1,498,161 which consists of an estimated Government share of \$1,190,456 and a Contractor cost share of \$307,705.

All travel shall be reimbursed at cost in accordance with the travel and per diem clause found in Section G. Unless otherwise approved in writing by the Contracting Officer, the un-loaded cost of travel and per diem shall not exceed \$72,100 per year. These costs are included in the total estimated costs above.

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## **SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

### **C.1 BACKGROUND**

Various research studies in the past have investigated the potential pavement damage of wide-base tires as compared to regular dual-tire assemblies with many drawing the conclusion that wide-base tires are more damaging to pavements. However, until five years ago, all the research studies documented in the literature were conducted on early generations of wide-base tires, which may or may not have been intended for highway use. The early research results may, in part, account for the lack of wide-base tire adoption in the USA due to inconsistent state restrictions on these tires, which hinder interstate commerce.

Recent advances in tire technology have led to the design of wide-base tires that have wider tread than previous designs, resulting in a load distribution more comparable to that of dual tires. Therefore, an evaluation of these new tire designs is needed to determine their contribution to pavement damage and other factors, such as safety and economic impacts, with respect to dual configurations.

There is also the issue of the discrepancy between the reported width of the tire and the actual tread width. From an enforcement perspective, it is much easier to read the width of the tire than to measure it. From the pavement's perspective, all that contributes to damage of the pavement is the width of the tire which it contacts.

The United States Environmental Protection Agency (EPA) Smartway Transport Partnership promotes the use of wide-base tires as a way to improve fuel economy by reducing weight, aerodynamic drag and rolling resistance. Other potential benefits they cite are reduced drive-by noise and improved stability.

FHWA and the Asphalt Research Consortium sponsored an international workshop on the use of wide-base tires at the Turner-Fairbank Highway Research Center (TFHRC) October 25-26, 2007. The outcome of the workshop can be found at <http://www.arc.unr.edu/Workshops.html>. The research needs identified will support this project.

Trucking operation factors that directly affect pavement damage can be classified into three major components: vehicle-generated load, axle and tire configuration transferring the load, and pavement carrying the load. To fully characterize the damage induced by different tire and axle configurations, the effects of vehicle, tire, and pavement and their interaction must be considered. Vehicle and tire factors include axle loads, axle spacing, speed, tire inflation pressure, and tire configurations. Pavement parameters include surface roughness, materials properties, layer thicknesses, and sub-grade strength.

The recent introduction of the Mechanistic-Empirical Pavement Design Guide (MEPDG) has shifted the emphasis in pavement design from empirical methods to more rational approaches. Therefore, the impact of different vehicle tire factors on the pavement damage need to be

determined using rigorous theoretical modeling capable of simulating field conditions and should be validated utilizing field test response measurements.

## **C.2 OBJECTIVES**

Under this contract, the Contractor shall perform all services necessary to support the activities of the FHWA related to developing a study to examine the effect of wide-base and dual tires with variable axle configurations.

The objectives of this contract are to:

1. Quantify the impact of vehicle-tire interaction on pavement damage utilizing advanced theoretical modeling that is validated via full-scale pavement testing. This includes the determination of the relative effects of wide-base tires and dual-tire assemblies on pavement performance. This should also include the determination of the relationship between the reported tire width and aspect ratio, load, inflation pressure and actual tread width;
2. Develop a tool and methodology that allows the States to assess the impact of wide-base tires on the pavement network; and
3. Perform an analysis of the economic, safety, and environmental effects of using wide-base tires relative to the impact on pavement performance.

## **C.3 SCOPE OF WORK**

This study will examine the effect of wide-base and dual tires with variable axle configurations on flexible pavements of varying structural geometry and capacity. Only wide-base tires currently available in the US market of a width greater than 425 mm will be considered. All tire manufacturers will be invited to contribute to the study, as well as international partners and other Federal agencies. Economic, environmental and safety factors will be evaluated based on available data, but not tested as part of the physical experiment or analytical modeling. A methodology will be delivered along with all documentation allowing states to assess their policy on the use of wide-base tires on their pavement networks relative to pavement management, safety, commerce and environmental factors.

## **C.4 STATEMENT OF WORK**

As a minimum, the Contractor shall complete the following tasks in two phases. Phase two shall not begin until a written Authorization to Proceed letter is issued from the CO/COTR.

### **Phase I**

Task 1.1: The Contactor shall compose a comprehensive literature review and synthesis on past

and current research to be conducted on the factors relevant to the objectives and scope of the project. This will also include available data sets and models and their suitability to meet project objectives.

Task 1.2: Based on Task 1.1 outcomes, The Contractor shall propose an experimental plan and modeling framework to quantify pavement damage due to tire and axle configurations. The plan shall describe how the pavement damage findings may be considered in the context of the pavement management, safety, commerce and environmental factors.

Task 1.3: The Contractor shall develop an implementation and marketing plan, identifying the target audience and stakeholders, taking into account obstacles such as regulatory matters.

Task 1.4: Draft Phase I Report. The Contractor shall prepare and submit a draft phase I final report on the outcomes of Tasks 1.1-1.3. The draft final report shall be delivered to the CO and the COTR 90 days from the effective date of the contract. The report will be reviewed by the Technical Advisory Committee (TAC) for their feedback.

Task 1.5: The Contractor shall coordinate teleconferences, web conferences and face-to-face meetings of the Technical Advisory Committee, including travel, lodging and per diem. Face-to-face meetings will be held in consultation with the COTR and TAC and will be limited to a maximum of one (1) meeting per annum, with web and teleconferences conducted on demand. These activities shall be conducted during Phase I and Phase II.

Task 1.6: The Contractor shall prepare and deliver presentations to relevant conferences and symposiums, such as the annual Transportation Research Board (TRB) and the semi-annual FHWA Asphalt Expert Task Group (ETG) meetings; with two meetings anticipated during Phase I.

## **Phase II Tasks:**

The tasks outlined below will not begin until the Contractor receives a written Authorization to Proceed letter from the CO/COTR.

Task 2.1: The Contractor shall prepare the experimental equipment, test structures and instrumentation.

Task 2.2: The Contractor shall conduct the experiment, including materials characterization and accelerated loading.

Task 2.3: The Contractor shall conduct the modeling relevant to the physical experiment.

Task 2.4: The Contractor shall use the outcome of the experiment and modeling to develop a tool that allows analysis of truck and tire attributes to damage on pavement structures and networks. The tool shall provide the opportunity to weigh factors other than predicted pavement

damage, such as traffic accidents, environmental and economic factors. The tool shall allow the States to determine how their current truck, size and weight regulations influence the overall benefit ratio and allow them to make decisions in terms of their preference as well as giving them the opportunity to analyze alternative scenarios. The tool should also be applicable to future tire configurations as they come on the market by considering aspect ratio, inflation pressure, load rating, tread width, etc.

Task 2.5: The Contractor shall deliver the draft Phase II report and analysis tool. The draft final report shall include documentation of all relevant physical materials, equipment, instrumentation, experimental, analysis, modeling, documented computer code and user aids. The draft analysis tool shall be executable as stand-alone or compatible for use with a spreadsheet and shall include a manual with user guidelines and documented source code. These draft deliverables will be given a technical review and evaluation by the TAC.

Task 2.6: The Contractor shall prepare and deliver presentations to relevant conferences and symposiums, such as the annual Transportation Research Board (TRB) and the semi-annual FHWA Asphalt Expert Task Group (ETG) meetings, not to exceed 4 per year in Phase II.

Task 2.7: The Contractor shall prepare articles for periodicals such as *Public Roads*, *Transportation Research Record* and *FOCUS*, as needed. The draft articles will be submitted to the COTR for technical review prior to publication and any modifications will be made with cooperation between the COTR and Contractor.

#### **SECTION D - PACKAGING AND MARKING**

Deliverables under this contract shall be prepared and packaged for shipment using best commercial practices so as to ensure safe and timely delivery.

#### **SECTION E - INSPECTION AND ACCEPTANCE**

All work performed and equipment purchased hereunder shall be subject to review and acceptance by the Government.

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

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

##### **52.246-9 Inspection of Research and Development (Short Form) (APR 1984)**

## **SECTION F - DELIVERIES OR PERFORMANCE**

### **F.1 PERIOD OF PERFORMANCE**

The FHWA anticipates a period of performance not to exceed 36 months from the effective date of the contract which will be divided into two phases.

### **F.2 KICK-OFF MEETING**

A kick-off meeting with Contractor and FHWA representatives shall be held within 1 month of the effective date of the contract to incorporate the Updated Project Work Plan. The kick-off meeting shall be coordinated by the COTR and may be held via videoconference at the discretion of the COTR.

### **F.3 PLACE OF DELIVERY**

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

All deliverables shall be delivered F.O.B. Destination, under transmittal letter, to the COTR at the following address:

Federal Highway Administration  
Office of Pavement Technology  
1200 New Jersey Avenue, SE  
Washington, D.C. 20590  
Attention: Eric Weaver

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#### F.4 DELIVERABLES

Appropriate deliverables shall be proposed by offerors and aligned with their specific technical approach. However offerors must include the following minimum deliverables:

<b>Deliverable Description</b>	<b>Due Date</b>
Progress Reports	Quarterly (See Section G.8 for details)
Draft phase I Final report: Literature Synthesis and Experimental, Analysis and Implementation Plan	90 days from the effective date of the contract.
Draft phase II Final Report which includes documentation of all relevant physical materials, equipment, instrumentation, experimental, analysis, modeling, computer code and user aids.	6 months prior to the end of period of performance for Phase II. A 30 day technical review will follow.
Draft Executable Utility and manual with guidelines for its use by states to evaluate the use of wide base tires with regard to impacts on pavement networks, environmental and economic factors (including documented source code).	6 months prior to the end of period of performance for Phase II. A 45 day technical review will follow.
2nd Draft Final Report including all data generated during the project in a well documented and organized format in both MS Excel and CSV format.	Delivered 30 days following feedback from the technical review.
2 <sup>nd</sup> Draft Executable Utility and manual with guidelines	Delivered 30 days following feedback from the technical review.
Final Report including all data generated during the project in a well documented and organized format in both MS Excel and CSV format.	Delivered 30 days following an editorial review of the 2 <sup>nd</sup> Draft Report, with corrections.
Final Executable Utility and manual with guidelines	Delivered 30 days following an editorial review of the 2 <sup>nd</sup> Draft Executable Utility, with corrections.
Draft Articles	TBD

#### F.5 FAR 52.242-15 STOP-WORK ORDER (AUG 1989) -- ALTERNATE I (APR 1984) (Insert "45 Days")



## **SECTION G - CONTRACT ADMINISTRATION DATA**

### **G.1 FUNDS AVAILABLE**

- a. Currently, funding in the amount of \$250,000 is available for payment under this contract in the following manor.
- b. The balance of funding under this contract (\$940,456) will be obligated subject to availability of funds and formal modification to this contract by the Contracting Officer.
- c. The clause entitled "LIMITATION OF FUNDS" applies to this contract. Any notification required on the part of the Contractor shall be made in writing to the Contracting Officer. In the event that the contract is not funded beyond the estimated cost set forth in the schedule, the Contractor shall deliver to the Contracting Officer the data collected and the material produced or in process or acquired in connection with the performance of the project provided herein together with a summary report in five copies of its progress and accomplishments to date.

### **G.2 PAYMENT – COST REIMBURSEMENT**

The Contractor may be reimbursed for direct and indirect costs incurred in the performance hereof as are allowable under the provisions of Subpart 31.3 of the Federal Acquisition Regulations in the not-to-exceed amount of \$1,190,456 subject to the Limitations of Cost Clause.

The Contractor may request interim payments for costs incurred during the performance of the contract. A statement of costs incurred by the Contractor in the performance of tasks under this contract and claimed to constitute allowable costs shall support each interim payment request. Each interim payment request shall be submitted in accordance with the attached, "FHWA Billing Instructions for Cost Reimbursement Contracts" to be considered proper for payment. Prior approval of the Contracting Officer (CO) is required if the Contractor wishes to use a different payment request format.

In accordance with clause 52.232-25, "Prompt Payment", interim payments will be made by the 30<sup>th</sup> day following receipt of proper request for payment by the designated billing office, unless audit or other review is considered necessary to ensure compliance with the terms and conditions of the contract. All interim payments hereunder will be made upon further determination by the CO that the Contractor is making adequate progress toward successful contract completion.

Final invoice payment shall be made upon the CO's determination that all contract requirements have been completed. The payment due date for final invoice shall be established in accordance with the clause 52.232-25.

### **G.3 PREDETERMINED INDIRECT COSTS**

The Contractor shall be reimbursed for allowable indirect costs hereunder at the predetermined or provisional rates as granted in the contractor's ONR Rate Agreement in effect. The predetermined rates effective at award are:

Category	Sub-Category	Rate
Fringe Benefits	Faculty	35.59%
	GRA	6.36%
F&A		58.50%

This INDIRECT COST provision does not operate to waive the LIMITATION OF FUNDS Clause. The Contractor's audited final indirect costs are allowable only insofar as they do not cause the Contractor to exceed the total estimated costs for performance of the contract listed on page 2 (SECTION B) and under the PAYMENT provision above.

### **G.4 TRAVEL AND PER DIEM**

Travel and Per Diem authorized under this contract shall be reimbursed in accordance with the University's travel policies 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 COTR.

### **G.5 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

The Contracting Officer has designated Eric Weaver as COTR to assist in monitoring the work under this contract. The COTR is responsible for the technical administration of the contract and serves as technical liaison with the Contractor. The COTR **is not** authorized to change the scope of work or specifications as stated in the contract, to make any commitments or otherwise obligate the Government or authorize any changes which affect the contract price, delivery schedule, period of performance, or other terms or conditions.

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

## **G.6 SUBCONTRACTS - ADVANCE NOTIFICATION AND CONSENT**

Under this contract, the requirements of FAR 44.2, CONSENT TO SUBCONTRACTS, have been fulfilled for the following subcontracts:

Florida Department of Transportation  
Delft University of Technology  
CSIR Built Environment  
University of California Pavement Research Center

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.7 INVOICES**

Submit all invoices to one of the following invoice addresses, as appropriate:

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](mailto: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:
  - (i) Invoice No. #
  - (ii) Contract/Agreement Number
  - (iii) Name of your Company/Organization.
  - (iv) Attention: Sean Wybenga

Example: Invoice No. 1 – DTFH61-11-C-00001 – ABC Company – Attention:  
Sean Wybenga

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: Sean Wybenga  
Express Delivery Point of Contact: Ryan Wisniewski, 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: Sean Wybenga

All invoices, regardless of submission method, must identify Sean Wybenga as the invoicing point of contact.

An invoice submitted to an address other than those identified above after February 1, 2008, will be returned to the vendor as non-conforming.

### **G.8 QUARTERLY PROGRESS REPORTS**

The Contractor shall submit progress reports to the COTR and the Contract Administrator. These reports shall be prepared on a quarterly basis and submitted by the 15<sup>th</sup> of the month following the reporting period. Each progress report shall contain concise statements covering the activities relevant to the contract, including:

- (a) A clear account of the work performed under each phase during the report period.
- (b) An outline of the work to be accomplished during the next report period.
- (c) A description of any problem encountered or anticipated that will affect the completion of any work within the time and fiscal constraints set, together with recommended solutions to such problems; or, a statement that no problems were encountered.
- (d) A tabulation of the planned, actual and cumulative percent of effort expended by the personnel.
- (e) A chart showing current and cumulative expenditures versus planned expenditures.

The quarterly progress reports shall be delivered via email to the Contract Administrator (CA) and the Contracting Officer's Technical Representative (COTR) at the following email addresses:

COTR: [Eric.Weaver@dot.gov](mailto:Eric.Weaver@dot.gov)  
CA: [Sean.Wybenga@dot.gov](mailto:Sean.Wybenga@dot.gov)

### **G.9 KEY PERSONNEL**

- (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. A formal contract modification shall not be required.

- (b) Before removing, replacing, or diverting any of the specified individuals, the Contractor shall notify the COTR, in writing, before the change becomes effective. The Contractor shall submit information to support the proposed action to the COTR, including any prospective impact on this contract. The Contractor shall not remove or replace personnel under this contract until the COTR has had a chance to review and approve the proposed change.

*The Key Personnel under this Contract are:*

Name	Position
Dr. Imad Al-Qadi	Principal Investigator

## **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

### **H.1 TECHNICAL REPORT SPECIFICATIONS**

Unless specified otherwise, technical reports under this contract shall be prepared in accordance with the latest version of the Turner-Fairbank Highway Research (TFHRC) Communications Reference Guide (FHWA-RD-03-074), available at <http://www.tfhrc.gov/qkref/qrgmain.htm>.

### **H.2 REQUIREMENTS FOR IMPLEMENTING SECTION 508 STANDARDS**

The FHWA has determined that the accessibility requirements contained in the Electronic and Information Technology Accessibility Standards, Section 1194.22, “Web-based intranet and internet information and applications” and “Section 1194.41 Information, documentation, and support,” apply to any deliverables submitted for this work in electronic file formats, CD Rom, diskettes, etc. See <http://www.access-board.gov/508.htm> for more information.

### **H.3 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 30 calendar days to respond. Contractor response is voluntary. If the contractor does not respond within 30 days, the Government will presume that the contractor has no comment. Any disagreement between the parties regarding an evaluation will be referred to an individual at a level above the Contracting Officer, whose decision is final.

- c. Copies of the evaluations, contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.

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

The CPARS module assesses performance on contracts for Systems, Services, Information Technology, and Operations Support. The Architect-Engineer Contract Administration Support System (ACASS) module assesses performance on Architect-Engineer contracts. The Construction Contractor Appraisal Support System (CCASS) module assesses performance on Construction contracts. CPARS reference material can be accessed at <http://www.cpars.csd.disa.mil/cparsfiles/cpars/refmatl.htm>.

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

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

Contractors may access evaluations at [www.cpars.csd.disa.mil](http://www.cpars.csd.disa.mil) for review and comment in CPARS.

(End of clause)

#### **H.4 TAR 1252.239-70 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (APR 2005) (AS APPLICABLE)**

*Note: This clause will only take effect if the contractor needs access to DOT network. If this instance does not occur during the performance of the contract no security plan is necessary.*

(a) The Contractor shall be responsible for Information Technology security for all systems connected to a Department of Transportation (DOT) network or operated by the Contractor for DOT, regardless of location. This clause is applicable to all or any part of the contract that

includes information technology resources or services in which the Contractor has physical or electronic access to DOT's sensitive information that directly supports the mission of DOT. The term "information technology", as used in this clause, means any equipment or interconnected system or subsystem of equipment, including telecommunications equipment, that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. This includes both major applications and general support systems as defined by OMB Circular A-130. Examples of tasks that require security provisions include:

- (1) Hosting of DOT e-Government sites or other IT operations;
- (2) Acquisition, transmission or analysis of data owned by DOT with significant replacement cost should the Contractor's copy be corrupted; and
- (3) Access to DOT general support systems/major applications at a level beyond that granted the general public, e.g. bypassing a firewall.

(b) The Contractor shall develop, provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract. The plan shall describe those parts of the contract to which this clause applies. The Contractor's IT Security Plan shall comply with applicable Federal Laws that include, but are not limited to, 40 U.S.C. 11331, the Federal Information Security Management Act (FISMA) of 2002 and the E-Government Act of 2002. The plan shall meet IT security requirements in accordance with Federal and DOT policies and procedures, as they may be amended from time to time during the term of this contract that include, but are not limited to:

- (1) OMB Circular A-130, Management of Federal Information Resources, Appendix III, Security of Federal Automated Information Resources;
- (2) National Institute of Standards and Technology (NIST) Guidelines;
- (3) Departmental Information Resource Management Manual (DIRMM) and associated guidelines; and
- (4) DOT Order 1630.2B, Personnel Security Management.

(c) Within 30 days after contract award, the Contractor shall submit the IT Security Plan to the DOT Contracting Officer for acceptance. This plan shall be consistent with and further detail the approach contained in the offeror's proposal or sealed bid that resulted in the award of this contract and in compliance with the requirements stated in this clause. The plan, as accepted by the Contracting Officer, shall be incorporated into the contract as a compliance document. The Contractor shall comply with the accepted plan.

(d) Within 6 months after contract award, the Contractor shall submit written proof of IT Security accreditation to the DOT for acceptance by the DOT Contracting Officer. Such written proof may be furnished either by the Contractor or by a third party. Accreditation must be in accordance with DOT Order 1350.2, which is available from the Contracting Officer upon request. This accreditation will include a final security plan, risk assessment, security test and evaluation, and disaster recovery plan/continuity of operations plan. This accreditation, when accepted by the Contracting Officer, shall be incorporated into the contract as a compliance document, and shall include a final security plan, a risk assessment, security test and evaluation, and disaster recovery/continuity of operations plan. The Contractor shall comply with the accepted accreditation documentation.

(e) On an annual basis, the Contractor shall submit verification to the Contracting Officer that the IT Security Plan remains valid.

(f) The Contractor will ensure that the following banners are displayed on all DOT systems (both public and private) operated by the Contractor prior to allowing anyone access to the system:

### **Government Warning**

**\*\*WARNING\*\*WARNING\*\*WARNING\*\***

Unauthorized access is a violation of U.S. Law and Department of Transportation policy, and may result in criminal or administrative penalties. Users shall not access other user's or system files without proper authority. Absence of access controls IS NOT authorization for access! DOT information systems and related equipment are intended for communication, transmission, processing and storage of U.S. Government information. These systems and equipment are subject to monitoring by law enforcement and authorized Department officials. Monitoring may result in the acquisition, recording, and analysis of all data being communicated, transmitted, processed or stored in this system by law enforcement and authorized Department officials. Use of this system constitutes consent to such monitoring.

**\*\*WARNING\*\*WARNING\*\*WARNING\*\***

(g) The Contractor will ensure that the following banner is displayed on all DOT systems that contain Privacy Act information operated by the Contractor prior to allowing anyone access to the system:

This system contains information protected under the provisions of the Privacy Act of 1974 (Public Law 93-579). Any privacy information displayed on the screen or printed shall be protected from unauthorized disclosure. Employees who violate privacy safeguards may be subject to disciplinary actions, a fine of up to \$5,000, or both.

(h) Contractor personnel requiring privileged access or limited privileged access to systems operated by the Contractor for DOT or interconnected to a DOT network shall be screened at an



appropriate level in accordance with DOT Order 1630.2B, Personnel Security Management, as it may be amended from time to time during the term of this contract.

(i) The Contractor shall ensure that its employees, in performance of the contract performing under this contract, receive annual IT security training in accordance with OMB Circular A-130, FISMA, and NIST requirements, as they may be amended from time to time during the term of this contract, with a specific emphasis on rules of behavior.

(j) The Contractor shall afford the Government access to the Contractor's and Subcontractors' facilities, installations, operations, documentation, databases and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection (to include vulnerability testing), investigation and audit to safeguard against threats and hazards to the integrity, availability and confidentiality of DOT data or to the function of information technology systems operated on behalf of DOT, and to preserve evidence of computer crime.

(k) The Contractor shall incorporate the substance of this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.

(l) The Contractor shall immediately notify the contracting officer when an employee terminates employment that has access to DOT information systems or data.

(End of clause)

#### **H.5 TAR 1252.239-71 INFORMATION TECHNOLOGY SECURITY PLAN AND ACCREDITATION (APR 2005) (AS APPLICABLE)**

All offers submitted in response to this solicitation must address the approach for completing the security plan and accreditation requirements in TAR clause [1252.239-70](#).

(End of provision)

#### **H.6 CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING**

a) *Definitions.* The following definitions are intended to be consistent with the definitions in DOT Order 3902.10 and the E.O. For clarification purposes, they may expand upon the definitions in the E.O.

"Driving"-

(1) Means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.

(2) It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

"Text messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. (See definition in DOT Order 3902.10)

(b) In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, contractors and subcontractors are encouraged to:

(1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving--

(i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as-

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(c) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts that exceed the micro-purchase threshold, other than subcontracts for the acquisition of commercially available off-the-shelf items.

(End of clause)

## **H.7 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 \(http://www.access-board.gov/508.htm\)](http://www.access-board.gov/508.htm) and the [Federal IT Accessibility Initiative \(Home Page\) \(http://section508.gov/\)](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 FHWA has determined that the accessibility requirements contained in the Electronic and Information Technology Accessibility Standards, Section 1194.21, “Software applications and operating systems,” and Section 1194.22, “Web-based intranet and internet information and applications,” apply to this work. The standards are available at <http://www.access-board.gov/sec508/standards.htm>.**

The standards do not require the installation of specific accessibility-related software or the attachment of an assistive technology device, but merely require that the EIT be compatible with such software and devices so that it can be made accessible, if so required by the agency, in the future.

The following paragraphs summarize the requirements for preparing FHWA reports in conformance with Section 508 for eventual posting by FHWA to an FHWA-sponsored website. If you have further questions, please contact the FHWA contracting officer’s technical 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, the Contractor shall 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.

(End of Clause)

## **PART II**

### **SECTION I - CONTRACT CLAUSES**

#### **I.1 FH.01 PRINTING RESTRICTIONS**

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

#### **I.2 FAR 52.204-7 CENTRAL CONTRACTOR REGISTRATION (APR 2008)**

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

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

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

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

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

### **I.3 FAR 52.209-9 UPDATES OF INFORMATION REGARDING RESPONSIBILITY MATTERS (JAN 2011)**

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database at <http://www.ccr.gov> .

(b)

(1) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(2) The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3)

(i) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(ii) As required by section 3010 of Public Law 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(End of clause)

#### **I.4 FAR 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)**

- (a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0 or the overtime premium is paid for work:
- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
  - (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
  - (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
  - (4) That will result in lower overall costs to the Government.
- (b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall:
- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
  - (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
  - (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification

- of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multi-shift operations or by employing additional personnel.

**NOTE: The Contractor shall submit requests for overtime in writing to the COTR/CO for approval prior to scheduling and/or working overtime.**

### **I.5 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

#### **I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)**

1. 52.202-1 Definitions (JULY 2004)
2. 52.203-3 Gratuities (APR 1984)
3. 52.203-5 Covenant Against Contingent Fees (APR 1984)
4. 52.203-6 Restrictions on Subcontractor Sales to the Government (SEPT 2006)
5. 52.203-7 Anti-Kickback Procedures (Oct 2010)
6. 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
7. 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
8. 52.203-12 Limitation on Payment to Influence Certain Federal Transactions (OCT 2010)
9. 52.204-4 Printed or Copied Double-Sided on Recycled Paper (AUG 2000)
10. 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010)
11. 52.209-5 Certification Regarding Responsibility Matters (APR 2010)
12. 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment

(DEC 2010)

13. 52.215-2 Audit and Records - Negotiation (OCT 2010) – Alternate II (APR 1998)
14. 52.215-8 Order of Precedence - Uniform Contract Format (OCT 1997)
15. 52.215-10 Price Reduction for Defective Cost or Pricing Data (OCT 2010)
16. 52.215-12 Subcontractor Cost or Pricing Data (OCT 2010)
17. 52.215-15 Pension Adjustments and Asset Reversions (Oct 2010)
18. 52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (JULY 2005)
19. 52.215-21 Requirements for Cost or Pricing Data or Information Other than Cost or Pricing Data—Modifications (OCT 2010)
20. 52.216-7 Allowable Cost and Payment (DEC 2002)  
Paragraph (a)(1) change 31.2 to 31.3.  
The designated payment office will make interim payments for contract financing on the “30<sup>th</sup>” day after the designated billing office receives a proper payment request. In the event that the Government requires and audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.
21. 52.216-11 Cost Contract – No Fee (APR 1984) – Alternate I (APR 1984)
22. 52.216-12 Cost Sharing Contract – No Fee (APR 1984) – Alternate I (APR 1984)
23. 52.219-8 Utilization of Small Business Concerns (JAN 2011)
24. 52.219-9 Small Business Subcontracting Plan (JAN 2011)
25. 52.219-16 Liquidated Damages—Subcontracting Plan (JAN 1999)
26. 52.219-28 Post-Award Small Business Program Re-representation (APR 2009)
27. 52.222-3 Convict Labor (JUNE 2003)
28. 52.222-21 Prohibition of Segregated Facilities (FEB 1999)
29. 52.222-26 Equal Opportunity (MAR 2007)



30. 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2010)
31. 52.222-36 Affirmative Action for Workers with Disabilities (OCT 2010)
32. 52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2010)
33. 52.222-38 Compliance With Veterans' Employment Reporting Requirements (SEP 2010)
34. 52.222-50 Combating Trafficking in Persons (FEB 2009)
35. 52.222-54 Employment Eligibility Verification (JAN 2009)
36. 52.223-6 Drug-Free Workplace (MAY 2001)
37. 52.223-13 Certification of Toxic Chemical Release Reporting (AUG 2003)
38. 52.223-14 Toxic Chemical Release Reporting (AUG 2003)
39. 52.225-13 Restrictions on Certain Foreign Purchases (JUNE 2008)
40. 52.227-1 Authorization and Consent (DEC 2007) Alternate I (APR 1984)
41. 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)
42. 52.227-14 Rights in Data - General (DEC 2007) Alternate IV (DEC 2007)
43. 52.227-16 Additional Data Requirements (JUN 1987)
44. 52.228-7 Insurance - Liability to Third Persons (MAR 1996)
45. 52.230-5 Cost Accounting Standards – Educational Institution (OCT 2010)
46. 52.230-6 Administration of Cost Accounting Standards (JUNE 2010)
47. 52.232-22 Limitation of Funds (APR 1984)
48. 52.232-23 Assignment of Claims (JAN 1986)
49. 52.232-25 Prompt Payment (OCT 2008) - Alternate I (Feb 2002)

50. 52.232-33 Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003)
51. 52.233-1 Disputes (JUL 2002)
52. 52.233-3 Protest after Award (AUG 1996) - Alternate I (JUN 1985)
53. 52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)
54. 52.242-1 Notice of Intent to Disallow Costs (APR 1984)
55. 52.242-3 Penalties for Unallowable Costs (MAY 2001)
56. 52.242-4 Certification of Final Indirect Costs (JAN 1997)
57. 52.242-13 Bankruptcy (JUL 1995)
58. 52.243-2 Changes - Cost-Reimbursement (AUG 1987) - Alternate V (APR 1984)
59. 52.243-7 Notification of Changes (APR 1984)
60. 52.244-2 Subcontracts (OCT 2010) - Alternate I (JUN 2007)
61. 52.244-5 Competition in Subcontracting (DEC 1996)
62. 52.244-6 Subcontracts for Commercial Items (DEC 2010)
63. 52.245-1 Government Property (AUG 2010) Alternate II (JUN 2007)
64. 52.246-25 Limitation of Liability - Services (FEB 1997)
65. 52.249-5 Termination for Convenience of the Government (Educational and Other Nonprofit Institutions (SEP 1996)
66. 52.249-14 Excusable Delays (APR 1984)
67. 52.253-1 Computer Generated Forms (JAN 1991)

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

1252.223-73 Seat Belt Use Policies and Programs (APR 2005)

1252.235-70 Research Misconduct (APR 2005)

1252.242-73 Contracting Officer's Technical Representative (COTR) (OCT 1994)

1252.242-70 Dissemination of Information – Educational Institutions (OCT 1994)

## **PART III**

### **SECTION J - LIST OF ATTACHMENTS**

1. FHWA Cost Reimbursement Billing Instructions – 4 pages