# Information and Instructions for Preparing Proposals

for the

## Transportation Research Board's Cooperative Research Programs

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TRANSPORTATION RESEARCH BOARD

OF THE NATIONAL ACADEMIES

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#### I General Information

This brochure consists of six sections with the respective objectives of describing (I) the Cooperative Research Programs and their administration by the Transportation Research Board (TRB), (II) the sequence of events leading to research, (III) who is eligible to submit a proposal, (IV) administrative requirements of contractors, and (V) specific instructions for preparing and submitting proposals on TRB Cooperative Research Program projects. Section VI provides figures that can be used in preparing a proposal. Readers are cautioned that a thorough understanding of Sections IV and V is necessary to the preparation of acceptable proposals. To facilitate the review of multiple proposals by the project panels and TRB staff, compliance with the instructions for preparing proposals in Section V is mandatory. Questions should be addressed to the TRB staff person listed in the Request for Proposal (RFP) prior to proposal preparation to minimize the risk of proposal rejection.

#### The Transportation Research Board

The TRB is one of six major divisions of the National Research Council, a private, nonprofit institution that is the principal operating agency of The National Academies. The National Research Council is jointly administered by the National Academy of Sciences, the National Academy of Engineering, and the Institute of Medicine. TRB's varied activities annually engage thousands of engineers, scientists, and other transportation researchers and practitioners from the public and private sectors and academia, all of whom contribute their expertise in the public interest by participating on TRB committees, panels, and task forces. The program is supported by state transportation departments, federal agencies including the component administrations of the U.S. Department of Transportation (U.S. DOT), and other organizations and individuals interested in the development of transportation.

#### Need for Cooperative Research

Although many transportation problems are unique and of only local concern, there are, likewise, numerous, common transportation challenges experienced at a regional or national level. These challenges, which are of interest to many agencies and organizations, can be solved most effectively through systematic, well-designed research using a coordinated approach. In doing so, the cooperative research programs operate complementary to, rather than as a substitute for (or duplicate of), other research programs.

In recognition of these needs, TRB has worked with the transportation industry to establish the National Cooperative Highway Research Program (NCHRP), the Transit Cooperative Research Program (TCRP), the Airport Cooperative Research Program (ACRP), the National Cooperative Freight Research Program (NCFRP), and the Hazardous Materials Cooperative Research Program (HMCRP). More information on each of these programs is available at <a href="https://rresearch.org/research-website">TRB's Cooperative Research Website</a> including each program's scope, funding, and organization.

These programs do **not** operate on a grant basis. They are applied research programs which issue contracts to produce practical, implementable, and timely solutions to problems facing transportation agencies and organizations.

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<sup>&</sup>lt;sup>1</sup> http://www.trb.org/AboutTRB/Public/AboutCooperativeResearchPrograms.aspx.

Because TRB's cooperative research process seeks practical solutions for operational problems, proposals must indicate strong capability gained through extensive, successful experiences in the relevant problem areas. Consequently, those interested in submitting a proposal should first make a frank and thorough self-appraisal to determine whether they possess the capability and experience necessary to ensure successful completion of the project.

#### Cooperative Research Project Administration and Oversight

Each cooperative research program has an oversight committee that is responsible for (1) soliciting research needs, (2) evaluating and selecting research topics, (3) setting project priorities and recommending funding levels, (4) ensuring the dissemination of research results, and (5) evaluating program effectiveness. The oversight committees are supported in these efforts by the staff of the TRB acting as secretariat to the committees. The TRB is responsible for administration, technical review, and acceptance of research projects that are referred by the committees to The National Academies for acceptance and approval. Following project approval, the TRB administers the performance of individual research projects.

#### **Project Panels**

Each of TRB's cooperative research projects is assigned a panel consisting of outstanding individuals, knowledgeable in the specifics of the particular project, who provide technical guidance while the research is in progress. Panel membership, which is reported in the TRB Online Directory<sup>2</sup>, may include persons from transportation agencies and organizations, the federal government, universities, national associations, institutions with related interests, industry, and other agencies. Members are appointed as individuals possessing expertise in specialized areas and not as representatives of their employer. The cooperative research programs have clearly established procedures for balancing bias and scrupulously avoiding personal and organizational conflicts of interest. Also, as a condition for accepting appointment to a panel, members are prohibited from submitting proposals on projects under their jurisdiction.

The project panel is responsible for (a) drafting a project statement that includes the research objective, lists of tasks, budget, and schedule, which is then issued as a request for proposals (RFP); (b) reviewing research proposals and selecting the researcher; (c) reviewing progress of research; (d) providing technical oversight of the research in progress; (e) reviewing and evaluating project reports (including the final report) as to the accomplishment of objectives and suitability for publication and products for implementation; and (f) making recommendations regarding follow-up activities after contract completion.

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<sup>&</sup>lt;sup>2</sup> http://apps.trb.org/cmsfeed/comm\_search\_inprogress.asp

#### II Sequence of Events for Research

#### **Problem Statements**

Research programs to be administered under the TRB's Cooperative Research Programs are referred annually to The National Academies. Each program consists of a group of research problem statements considered to be of national importance that have been submitted from industry practitioners.

#### **Project Statements**

Following National Academies acceptance of each program, project panels are convened to prepare research project statements that describe the problems and the specific objectives for problem solution. The project statements include a title, a contract dollar limit, a schedule for submittals and for the research, and contact information for the program officer managing the project. The project statement also includes a *background* that describes the research need, an *objective* clearly stating the resulting product and its use, frequently provides a list of *tasks* describing the panel's initial thinking on the steps needed to successfully conduct the research, and *special notes* listing unique considerations relative to proposal preparation.

#### Requests for Proposals

After the project statements have been developed by the panels, they are posted on the Internet during the solicitation period as <u>Requests for Proposals</u>.<sup>3</sup> Research agencies and individuals may register at that website to receive e-mail notification of new postings.

Issuance of an RFP does not constitute an award commitment by The National Academies nor does it obligate The National Academies to pay for costs incurred in the preparation and submission of a proposal.

The TRB does not provide pre-proposal briefings or meetings with staff and panels during proposal evaluation or researcher selection. The proposal, therefore, constitutes the sole opportunity for proposers to state their case. Program officers are available, however, to provide limited, appropriate information to proposers.

Proposals become the property of the TRB, are treated as privileged documents, and are disposed of according to Program policies (this includes the possibility that all proposals might be rejected).

#### Selection of Preferred Contractor and Contract Award

Acceptable proposals (see Section V for guidance on preparing an acceptable proposal) are sent to the panel that prepared the project statement portion of the RFP for their review. Each panelist evaluates and initially ranks the proposals using the following criteria: (1) the proposer's demonstrated understanding of the problem; (2) the merit of the proposed research approach and methodology; (3) experience, qualifications, and objectivity of the research team in the same or closely related problem area; (4) the plan for ensuring application of results; (5) the proposer's plan for participation by Disadvantaged Business Enterprises—small firms owned and controlled by minorities or women; and (6) the adequacy of the fa-

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<sup>&</sup>lt;sup>3</sup> http://www.trb.org/Projects/Public/RequestsforProposals.aspx

cilities and equipment. The panel then reconvenes to collectively and thoroughly discuss the merits of each proposal with the overall goal of choosing the proposal that best conforms to the RFP in a manner most advantageous to the program. The selection is usually made by consensus, although a two-thirds vote is sometimes necessary. Panels are encouraged to identify a second choice proposal if they believe another proposer could also successfully achieve the project objectives.

The proposer submitting the panel's first choice proposal is then notified. This notification includes the panel's comments on the proposal; a representations-and-certifications form to be completed; and a request for documentation to support individual cost rates, indirect cost rates, wage/salary schedules, and company travel policy.

The second choice proposer is notified that it was judged to be a candidate for serious consideration and that its proposal will be held in abeyance during negotiations with the first choice proposer. In the event negotiations with the first choice proposer cannot be conducted successfully, TRB may then negotiate a contract with the second choice proposer.

A contract will then be issued between the National Academy of Sciences (the contracting authority for The National Academies) and the selected proposer. The National Academy of Sciences may (1) reject any or all offers if such action is in its best interest, (2) accept other than the lowest cost proposal, and (3) waive minor irregularities in proposals received. Line items of the budget are examined to determine the reasonableness of the allocation of funds to the various tasks. Proposals that provide for cost sharing at a proposed total cost over and above the total funds available are not encouraged, and the evaluation will be based on the work proposed to be conducted with the advertised funds.

Unsuccessful proposers will be notified, and their proposals will be disposed of in accordance to program policies. A debriefing will be provided to unsuccessful proposers at their request. The debriefing is intended to indicate to the proposers the technical areas in which their proposals were judged weak or deficient and how the weaknesses or deficiencies were factors in their evaluation. The factors constituting the basis for selection of the successful proposer will be identified, but the debriefing will not include a point-by-point comparison of all the elements considered in the evaluation criteria. Neither will there be any revelation of confidential business information, trade secrets, techniques, or processes of the other proposers, nor will there be any indication of the relative merits or technical standing of the unsuccessful proposers.

#### Contract Types

Three types of contracts may be issued: cost-reimbursement, cost-plus-fixed-fee, and fixed-price. Regardless of the contract type, contractors must complete all research tasks and provide all contracted deliverables within the contracted budget amount. Unless specified in the contract, no additional funds will be made available. Proposers should choose the type of contract best suited to their situation. Each is described below.

1. Cost-Reimbursement (CR) provides for payment to the contractor of allowable costs incurred in the performance of the contract, to the extent prescribed in the contract. This type of contract establishes maximum costs for purposes of (a) obligating funds and (b) setting a ceiling, which the contractor may not exceed (except at the contractor's risk) without prior approval. For this type of contract, it is essential that the contractor's cost accounting system is adequate for the determination of costs applicable to

the contract and that appropriate review by National Academy of Sciences personnel during performance will provide reasonable assurance that the effort is proceeding satisfactorily.

- 2. Cost-Plus-Fixed-Fee (CPFF) is a cost-reimbursement contract providing for payment of a fixed fee to the contractor. The fixed fee, once negotiated, does not vary with actual costs, but may be adjusted with written approval as a result of a subsequent change in the work or services to be performed under the contract. For Cooperative Research Program contracts, a fee limit has been established of seven (7) percent of contract costs, exclusive of the fixed fees for the subcontractor, if any. Generally, this form of contract will be used where a cost-reimbursement type of contract is determined to be necessary and there is agreement that the contract may include a contractor fee.
- 3. Fixed-Price (FP) provides for a price that is not subject to any adjustment by reason of the cost experience of the contractor in the performance of the contract. It is appropriate when reasonably definite performance specifications (work plans) are available and whenever firm and reasonable prices can be established at the outset of the effort. Monthly and quarterly progress reports, though required, are not to be considered as defined deliverables in the Work Plan. Payments under a fixed-price contract are made in accordance with a mutually negotiated Payment and Delivery Schedule.

Proposers should specify their preferred contract type should their proposal be selected. See Section V for specific proposal requirements for each contract type.

#### **Nondiscrimination**

Contractors are required to comply with all applicable statues, regulations, and orders of the U.S. DOT relative to nondiscrimination in federally assisted programs of the U.S. DOT and shall not discriminate against any worker because of race, color, religion, sex, or national origin. In the fulfillment of this provision, the contractor is required to provide all required information, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by The National Academies or the U.S. DOT.

#### Conducting the Research

The selected proposer then undertakes the research under the technical guidance of the project panel and following the Cooperative Research Program's administrative procedures (see Section IV), concluding the effort by submitting the project deliverables.

Once proposer selection has been made, the proposal review comments of the panel and the TRB staff are submitted to the selected proposer, and a response may be required. Some minor modifications to the proposal may be indicated. Concurrently, the selected proposer is requested to complete a Representations-and-Certifications form; provide documentation to support proposed individual costs rates; and forward information concerning its travel policy, indirect cost rates, and salary and wage schedules.

#### III Who Can Submit a Proposal

Anyone may submit a proposal in response to RFPs following a self-appraisal of qualifications to determine whether or not the respondent possesses, either singly or by teaming with others, the requisites of capability and experience necessary to ensure successful completion of the research project. In the instances of joint ventures, a prime contractor must be designated, with full justification if the prime contractor will not carry out more than 50 percent of the work (budgeted cost).

Research conducted under the Cooperative Research Programs may be conducted by colleges, universities, industry, research institutions and foundations, or consultants. Each of these entities may submit a proposal as long as it shows the possession of extensive, demonstrated capability coupled with a proven experience record in the problem area.

The TRB also encourages participation of small businesses, minority-owned firms, and women's business enterprises as contractors or subcontractors for projects.

Although proposers based outside the U.S. may respond to RFPs and may be able to document possession of sufficient depth of knowledge of U.S. practice in the research subject areas, the complicated logistics involved in surveillance and administration of contracts might make it less likely that such organizations would be selected.

#### IV Research Administration

After executing the contract, the contractor is expected to pursue the research aggressively and with due regard to the performance period. The procedures manual for each cooperative research program describes the necessary administrative steps leading to successful research. The key items are described below.

#### Amplified Work Plan

The contractor will submit twenty (20) paper copies and one PDF electronic copy of an amplified work plan for review and acceptance by the TRB. (The program officer may waive the requirement for paper copies at his or her discretion.) This plan, due within 15 days after the contract beginning date, is to provide a detailed expansion of the research approach outlined in the proposal and is not to be in conflict with that approach. The amplified work plan includes (1) a complete description of the tasks to be pursued in the conduct of the research, (2) a work-flow diagram by tasks and time (schedule), and (3) the project budget. It should demonstrate clearly the accomplishment of the research within the specified period and funding, a factor that will be analyzed carefully during the review. The amplified work plan is also the opportunity to address the project panel's comments on the contractor's initial research approach as outlined in its proposal.

#### Surveillance Visit

At the start of the project, the program officer will visit the contractor's office to become acquainted with its facilities and personnel and to review the administrative and fiscal procedures described in the research contract and the TRB's Cooperative Research Program's Procedures Manual. Other visits may be made by the staff to maintain liaison with the project throughout the contract period. Annual trips to Washington, DC, by the principal investigator (PI) for consultation with Program staff also may be requested.

#### Monthly Progress Reports

Within 5 working days following the end of each month during the course of the research, the contractor shall submit a two-part electronic PDF report to the program officer consisting of the following:

- 1. A cover letter providing (a) a clear and complete account of the work performed on each task during the reporting (previous) month; (b) an outline of the work to be accomplished during the next month; (c) a description of any problems encountered or anticipated that might affect the completion of the contract within the time and fiscal constraints as set forth in the contract, together with recommended solutions to such problems (or a statement that no problems exist); (d) anticipated dates of key deliverables (i.e., interim reports, preliminary draft final report, and revised final report); and (e) the contractor's performance relative to its DBE plan.
- 2. A project progress schedule consisting of graphical information depicting (a) a schedule of research activities and related current progress, (b) a comparative status of actual and estimated expenditures, and (c) a percentage completion of the subject research.

#### Quarterly Progress Reports

Quarterly progress reports (QPRs) are required from the contractor and are due within 10 working days following the end of each calendar quarter. Assume 20 paper copies and one electronic file will be required; however, the requirement for paper copies may be waved by the program officer. QPR distribution to the panel (i.e., either directly from the contractor or via the program officer) will be determined by the program officer. Each report includes the monthly progress schedule for the last month of the quarter.

#### Adherence to Original Research Objectives and Budget Estimates

The research objectives and general tasks presented in the RFP are included as the general scope of work in the contract. In addition, the contractor's cost proposal to undertake the research is also part of the agreement and cannot be exceeded. However, to maintain flexibility in conducting research, revisions to the scope may be approved in writing. The most common revision is the researcher's amplified work plan, which typically is an enhancement of the contractor's research approach submitted in its proposal. Once the amplified work plan is approved by the panel, it is incorporated by reference in the contract and becomes the binding scope of work in the contract. Throughout the project, the PI and the contractor are expected to manage the expenditure of approved funds in a manner consistent with the overall objectives. Should promising new leads or unproductive lines of inquiry be discovered, the program officer must be notified, especially if they might lead to significant deviations from the objectives of the original research. Anticipated major changes in the original estimate must be discussed in advance with the program officer who may then submit a formal request to the Office of Contracts and Grants for negotiation of modifications to the original contract.

#### Advance Approvals

Under the terms of the contract, the following contract expenditures require prior written approval from the program officer even though they are included in the proposal:

- 1. Equipment having a value in excess of an amount specified in the contract.
- 2. Travel to scientific or technical meetings. (Foreign travel requires prior approval and compliance with the Fly America Act.) All proposed travel must be in accordance with federal travel regulations.
- 3. Subcontracts above \$25,000.

#### Principal Investigator

The research is considered to be under the technical direction of the principal investigator (PI) identified in the proposal, and it is expected that the PI will be available for the full contract period and will have major involvement in the pursuit of the research objectives. Replacement of the PI is subject to the approval of the panel and the program officer who may then submit a formal request to the Office of Contracts and Grants for a contract modification.

#### **Payments**

Payments, exclusive of amounts withheld as a performance guarantee, will be made upon the submission of periodic vouchers (not more often than one a month) by the contractor. Complete instructions for the preparation of vouchers are issued at the time of contract execution.

#### **Subcontracting**

Advance written approval is required for subcontracts of more than \$25,000, even though provision for such is included in the proposal. At a minimum, the proposal should indicate the extent to which subcontractors will be used, the method of identifying subcontractors, and the extent to which competition will be used to secure subcontractors. An itemized budget and justification of the proposed subcontractor are required when submitting the subcontract for approval.

#### Adherence to Disadvantaged Business Enterprise Plan

The proposer's plan for involvement of Disadvantaged Business Enterprises (DBE) is a factor in selection of the contractor, and the contractor's adherence to its DBE plan will be monitored during the contract period. Contractors are required to submit periodic reports comparing actual with proposed payments to DBEs.

#### Research Using Human Subjects

If a proposal's research plan includes research with human subjects, proposers should outline a plan of how they will follow federal and institutional regulations. Should the proposer be selected to conduct the research, their plan will be subject to review by the Academies' Institutional Review Board (called the Committee to Review Studies Involving Human Subjects). For specific guidance on conducting research using human subjects, see the IRB website.<sup>4</sup>

#### Reports

Every project includes at least one report. The most common reports are the Interim Report (IR), the Preliminary Draft Final Report (PDFR), and the Revised Final Report (RFR). Projects may also include other deliverables (for example, a guidebook or a primer); these additional products are also submitted as PDFRs and RFRs.

An interim report may be required from the contractor to provide the TRB with information on a project's activities and findings at a designated point during the contract period. The IR may also include material to be reviewed by the project panel (e.g., a revised work plan to complete the remaining tasks). Assume twenty (20) paper copies and one PDF of the IR will need to be submitted, although proposers should check the *Special Notes* section of the RFP to confirm printing requirements. The program officer may choose to reduce the number of required paper copies. The IR will be reviewed for acceptance under the same criteria as specified for final reports (described below). Interim reports are generally not intended for publication, but if the acceptance review or other factors determine that publication is warranted, the process is similar to that described for final reports.

Unless otherwise indicated in the *Special Notes* section of the RFP, the contractor will submit twenty (20) paper copies plus one (1) electronic PDF copy of the Preliminary Draft Final Report (PDFR) not later than 90 days before the contract expiration date. The program officer may choose to reduce the number of required paper copies. This preliminary draft is reviewed by the panel and staff, and review comments are transmitted to the PI approximately 45 days prior to the contract expiration date. The PI then prepares the RFR that incorporates the panel's comments and reflects editing by a competent technical editor to ensure compliance with the TRB's Cooperative Research Program requirements for style

<sup>&</sup>lt;sup>4</sup> http://www7.nationalacademies.org/irb/index.html.

and organization of reports as detailed in the brochure entitled <u>Preparing Your CRP Final Report</u>.<sup>5</sup> Unless otherwise indicated in the <u>Special Notes</u> section of the RFP, assume that one (1) MS-Word electronic copy and 20 paper copies of the report, prepared in accordance with TRB specifications, must be submitted to the TRB by the contact expiration date. The electronic copy must be submitted on a labeled CD-ROM or DVD containing separate files for each chapter, table, figure, and appendix.

The PI must also submit the list of panel comments on the PDFR and a point-by-point response of how each comment was addressed in the RFR. If a report revision was not made for any review comment, the response would state why a revision was not considered appropriate.

The TRB reports procedure requires agencies to give careful thought during proposal preparation to the level of funds that will be required to ensure satisfactory compliance with contract commitments regarding preparation, editing, submission, and revision of IRs, PDFRs, and RFRs. Final acceptance of reports is based on the following criteria:

- 1. Fulfillment of objectives as set forth in the contract,
- 2. Adequacy of documentation, and
- 3. Clarity of presentation.

Based on the acceptance review, a decision is made concerning publication. Such publication is the responsibility of the TRB.

#### Copyrights

All data, written materials, computer software, and other information prepared under the contract and the copyrights therein shall be owned by The National Academies. The contractor and subcontractors will be able to publish this material for non-commercial purposes, for internal use, or to further academic research or studies. The contractor and subcontractors will not be allowed to sell the project material without prior approval by The National Academies.

By signing a contract with the Academies, contractors accept legal responsibility for any copyright infringement that may exist in work done for TRB. Contractors are therefore responsible for obtaining all necessary permissions for use of copyrighted material in TRB's Cooperative Research Programs publications. For guidance on TRB's policies on using copyrighted material please consult "Use of Copyrighted Material" on p. 11 of *Preparing Your CRP Final Report*. 6

#### Patents and Inventions

The disposition of patents and inventions is the responsibility of the contractor, and its obligations in this regard are set forth in the contract. Appropriate notice to The National Academies is required of inventions, discoveries, etc., and patent applications.

#### Insurance

Contractors shall be required to maintain either (1) insurance that provides for general liability, automobile usage, and worker's compensation and employer's liability as required by law; or (2) self-insurance that provides the equivalent coverage.

<sup>&</sup>lt;sup>5</sup> http://onlinepubs.trb.org/onlinepubs/archive/NotesDocs/CRPReportsPrep.pdf.

<sup>&</sup>lt;sup>6</sup> http://onlinepubs.trb.org/onlinepubs/archive/NotesDocs/CRPReportsPrep.pdf.

#### Disposition of Equipment

Subject to acceptance by the National Academy of Sciences and the terms of the contract, contractors will have the opportunity to make recommendations for the retention or disposition of capital equipment acquired with project funds.

#### Data Rights

The National Academies shall have the right to duplicate, use, and disclose in any manner and for any purpose whatsoever all data, whether delivered to The National Academies or not, under the contract and to authorize others to do so.

#### Fulfillment of Contract

Fulfillment of the contract includes submission by the contractor of an acceptable report. Other actions to be taken in closing out a contract involve audit of contract costs (including approval of final overhead rates if provisional), submission of a final voucher by the contractor, disposition of data and equipment, resolution of patent rights, completion of a certificate of performance and release form, and other related business matters.

#### V Instructions for Preparing and Submitting Proposals

#### General

Proposals are invited only in response to the issuance of RFPs by TRB. The Cooperative Research Programs are primarily **applied research** programs that do **not** operate on a grant basis and have no funds available to support unsolicited proposals, however meritorious they may be. The projects are structured to seek practical solutions for critical problems that exist nationwide; therefore, only those proposers already having extensive, demonstrated capability and experience in the subject problem area should submit proposals. Further, it is expected that this high level of capability will be applied in meeting the commitments of the proposal.

#### **Deadlines**

The deadline for *receiving* proposals is shown on the RFP for each project statement. Proposal deadlines are rigid, and extensions are not granted. Without exception, all proposals arriving after the deadline shown on the RFP will be rejected.

Signed copies of proposals are not required. Proposers may withdraw their proposals in writing at any time.

#### **Transmittal**

A letter of transmittal is not required with the proposal package. If a proposer elects to send a transmittal letter, it must not include information vital to the proposal. All information that is to be considered as part of the proposal **must** be bound in a **single volume** that will constitute the proposal in its entirety. Each copy must include all information to be considered. While not encouraged, brochures, pamphlets, and other descriptive materials pertaining to the proposer may be included as appendix material. CD-ROMs, video tapes, or computer diskettes are not acceptable for inclusion in proposals, unless specifically called for in the RFP.

#### Liability Statement

A Liability Statement is included in the RFP (see Figure 1). In order for the proposal to be accepted, the Liability Statement must be signed by an authorized official of the proposer, and shall not be altered in any way. The statement shall be transmitted with the proposal. If a signed Liability Statement is not received by the proposal deadline, or has been altered in any way, the proposal will be rejected.

#### Acknowledgment

The TRB will not automatically acknowledge receipt of an accepted proposal. A proposer may contact the project's program officer after the submission due date to verify receipt of a proposal. The TRB will make reasonable efforts to advise proposers of proposals rejected from consideration.

#### Presentation

Proposers are cautioned to be concise and straightforward in their single-volume proposals. Material that is extraneous and not germane to the research project under consideration will detract from the quality of the proposal. In the interest of saving paper, reduced mailing costs, and ease of handling, proposal pages should be printed on both sides, using the lightest bond weight permitting such practice, and maintaining margins of 0.5 to 1 inch. Text should be written using 10-, 11-, or 12-point type. All pages of the proposal shall be numbered.

#### Organization

All proposal information shall be presented in twenty (20) copies of a single-bound volume that has been checked by the submitter for completeness and accuracy of detail. A proposal that does not comply with the instructions in this brochure will not be accepted. It is mandatory that the proposal contain the following information and that it be presented in the order shown below:

- 1. Cover
- 2. Summary Page
- 3. Table of Contents
- 4. Research Plan
- 5. Qualifications of the Research Team
- 6. Accomplishments of the Research Team
- 7. Other Commitments of the Research Team
- 8. Equipment and Facilities
- 9. Time Requirements
- 10. Summary of Hours by Task
- 11. Itemized Budget
- 12. Disadvantaged Business Enterprise (DBE) Plan
- 13. Cooperative Features (if appropriate)
- 14. Appendices (if appropriate)

For the convenience of the reviewers, items 4 through 14 should be separated with either color-coded or tab-type dividers so that information may be located quickly.

#### Details of Essential Content

- 1. Cover—The outermost covering of the proposal shall be either paper or cardboard and must be non-glossy, light-colored material capable of accepting rubber stamp ink without smearing. The cover shall contain the CRP project number (e.g., 01-01), the title of the project, the name of the submitting proposer, and a "Limited Use Document" clause; copies shall be numbered sequentially from one to twenty in the upper right-hand corner. For guidance, an example of the desired information and layout of the cover is shown in Figure 2.
- 2. Summary Page—The summary page shall immediately follow the cover and shall include the information arranged as shown in Figure 3. Note that the summary page shall contain the project number and title; the name, address, and telephone number of the proposer submitting; the name and address of the proposer with which a joint venture is proposed, if such is the case; the name and title of the person formally submitting the proposal; the name(s) and title(s) of the person(s) who actually wrote the proposal; the name(s), address(es), telephone number(s), and e-mail address(es) of the PI(s) assigned to the pro-

ject; the name, address, telephone number, and e-mail address of the responsible administrative officer authorized to bind the proposer contractually for the project and to approve the expenditure of project funds; the amount of time proposed to complete the research; the total amount of the budget contained in the proposal; and the proposed contract-type and amount of fixed fee, if any (refer to Section 10(k) below for fixed-fee limitations).

#### 3. *Table of Contents*—Self-explanatory.

- 4. Research Plan—The research plan shall describe in detail how the research objective will be accomplished, including the submission of an acceptable final report. The plan ultimately becomes a part of the contract by reference of the proposal; therefore, it should describe in a specific and straightforward manner the proposed approach to the solution of the problem described in the project RFP. It should be concise, yet include sufficient detail to describe completely the proposed approach to solving the problem. Research methodology shall be described in sufficient detail to permit evaluation of the probability of success in achieving the objectives. It is emphasized that no pre-proposal briefings or meetings with Academies staff or panels are conducted during proposal evaluation and selection. The proposal, therefore, constitutes the one-and-only opportunity for the proposer to state its case. The research plan shall be subdivided into the following sections:
- (a) *Introduction*. The introduction to the research plan should provide a concise overview of the proposer's approach to conducting the research. It should describe (1) the manner in which the expertise and experience of the proposed team will be used in the research, and (2) the availability and application of special data, facilities, contacts, or equipment needed. The introduction should highlight the linkages of the proposed team's capabilities to the project tasks and the manner by which the proposed plan will satisfy the objectives.
- (b) *Research Approach*. This section should be used to describe how the objectives will be accomplished through a logical, innovative, and rational plan. The plan shall describe each phase or task of the proposed research in sufficient detail to allow an informed assessment of the likelihood of success.
- (c) Anticipated Research Results. The research plan shall contain specific statements describing the anticipated research results and how their application could be promoted. Section 4(c) should include: a summary of the anticipated product(s), e.g., mathematical models, design techniques, field or laboratory test procedures, or guidelines for recommended practice; a description of their applicability to improving current practice; and an implementation plan. Although the plan will likely evolve during the project, proposers should identify their initial thoughts on activities to promote product application, including: the audience or "market," a realistic assessment of impediments to successful implementation, future activities necessary for successful implementation, and criteria for judging the progress and consequences of implementation. If the nature of a project is such that it is known initially that the results will not be amenable to immediate implementation into practice, this section should include recommendations for the additional work necessary to reach the implementation stage.
- 5. Qualifications of the Research Team—Name, address, telephone number, and pertinent background information must be provided for the PI bearing primary responsibility for the project. The same information is required for other research team members participating to a significant degree. The proposal must describe how the academic, industrial, and/or research experiences of each research team member relates to the project to be undertaken. Short resumes, focused only on information relevant to the project may be included in this section; more extensive resumes or biographies should be included in an appendix (Item 13).

Item 5 of the proposal must also include a section labeled "Disclosure" that presents information relevant to possible sources of financial or organizational conflict of interest in conducting the research. For example, under certain conditions, proposer ownership, other organizational relationships, or proprietary rights and interests, could be perceived as jeopardizing an objective approach to the research effort, and proposers must disclose any such circumstances. If there are none, this should be stated.

Federal, state, transit agency, or airport employees included in proposals to conduct research must also include in this section a letter signed by appropriate authority stating that the employee's agency is aware of the proposal and approves of the employee' participation in the proposed research.

- 6. Accomplishments of the Research Team—Proposals shall describe the past accomplishments ("track record") of the research team in the same or closely related problem area of the project to be undertaken. This description should include details concerning all known instances of application to practice of the proposer's research products. If no such knowledge exists, it should be so stated.
- 7. Other Commitments of the Research Team—Proposals shall contain a listing of current organization and personnel commitments to other work during the term of the project in sufficient detail to indicate that the organization and all of the individuals assigned to the proposed project will be able to meet the commitments of the proposal. Staff-hour commitments and percentage of time committed to other work for each member of the proposed research team shall be specified.
- 8. Equipment and Facilities—This section shall describe the facilities available to undertake the research and list the equipment on hand considered necessary to complete the research. In the event that use of the facilities or equipment is conditional, the conditions should be described. In the event that certain facilities or equipment are considered necessary to undertake the research but are not on hand, that fact should be presented. The proposer should identify any arrangements that will be made to borrow or rent necessary equipment. Letters of commitment should be included to indicate the availability of equipment. Rental rates should be included in the budget. In the case where it is anticipated that project funds will be used to purchase additional equipment, list these expenses under "capital equipment."
- 9. *Time Requirements*—The time required to complete the research project shall be clearly stated in the proposal. Proposals will not be rejected if the proposed time does not match the time specified in the RFP; however, the proposer must justify any deviation from the RFP. In addition, a schedule shall be included that shows each phase or task of the work, when that phase or task will begin, how long it will continue, and when it should end. The timetable should clearly delineate the points in time where project deliverables and reports are planned.
- 10. Summary of Hours by Task—A summary table listing **every principal member of the research team, including consultants and contractors**, their role in the study, level of effort (expressed as the percent of their time on the project over the proposed project period), and their number of hours by task shall be included. The example in <u>Figure 4</u><sup>7</sup> should be followed as closely as possible. Actual hours should be shown rather than months or dollars. In addition, it is preferred that only one table be submitted rather than separate tables by task.

 $<sup>^{7}\</sup> http://onlinepubs.trb.org/onlinepubs/crp/docs/ProposalPrep\_Fig4.xls$ 

11. Itemized Budget—The estimated cost for the project should be based on the proposed performance period. Figure 5<sup>8</sup> (for the proposed prime researcher) and Figure 6<sup>9</sup> (one for each borrowed personnel, consultant, or subcontractor) shall be used to reflect phase and/or task costs to the extent feasible. Proposals will not be accepted where budgets are in excess of the amount shown in the RFP and budgets that provide for cost sharing at a total cost over and above the total funds available are not encouraged.

The format in Figure 5 should be used to reflect the costs of the proposed prime contractor only and include the following:

- (a) Salaries and Wages. Each principal employee of the proposed prime contractor to participate in the performance of the project shall be identified by name, with role, unloaded hourly rate, and cost presented in the format specified in the terms of Figure 5. It is recognized that the internal policies of some agencies prevent strict conformance with this requirement. If the proposer does not break out indirect costs, but instead uses commercial wage rates, those rates should be shown in the budget and supporting documentation for those rates should be provided. Acceptable documentation includes, but is not limited to: proposer's published rate scale; or a copy of proposal, contract, or invoices documenting that the proposed labor rates have been paid by a federal/state/local government entity or other large, well-known institution.
- (b) *Borrowed Personnel*. Summarize the reimbursement to other employers for salaries and wages paid by them to their employees released for, and directly engaged in, the performance of the subject research, plus federal and state payroll taxes and related employee benefit plan costs. Use Figure 6 to provide a detail breakout of these costs.
- (c) *Consultants*. Summarize the costs for services of independent consultants deemed necessary for accomplishment of the research. Use Figure 6 to provide a detail breakout of these costs.
- (d) *Subcontracts*. Summarize the costs for services of subcontractors deemed necessary for performance of a portion of the research. Use Figure 6 to provide a detail breakout of these costs.
- (e) *Capital Equipment*. Items with a value in excess \$5,000 per unit required for the conduct of the research. Any unit costing more than \$5,000 is subject to approval in advance of purchase. Only equipment needed for the research project and to be used exclusively for the research project may be included; general use equipment shall not be approved.
- (f) *Materials and Services*. Materials, supplies, and other articles, including the cost of processing; testing; rental of apparatus and equipment from others; preparing, editing, and reproducing reports, including the final report for submission to the TRB; and services not provided for in Items a, b, c, and d above. After the final report has been received and accepted, publication of that report is the responsibility of the TRB. Accordingly, the budget should provide only for preparing the number of copies as described in the RFP. If the RFP does not specify the number of copies, assume the number of copies specified in Section IV Research Administration, under the section entitled, "Reports." Report publication is the responsibility of the TRB; publication costs should not be included in the proposer's cost estimate.

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<sup>&</sup>lt;sup>8</sup> http://onlinepubs.trb.org/onlinepubs/crp/docs/ProposalPrep\_Fig5.xls

<sup>&</sup>lt;sup>9</sup> http://onlinepubs.trb.org/onlinepubs/crp/docs/ProposalPrep\_Fig6.xls

- (g) Communications and Shipping. Telephone and Internet services, postage, freight, express, drayage, etc.
- (h) *Travel*. Transportation costs plus the per diem allowance for lodging, meals, and incidental expenses established by the U.S. General Services Administration (GSA), for persons working directly on the subject research. Details per trip should include number of travelers, estimated transportation (airfare, train, etc.), and per diem. While all travel shall be conducted in accordance with the research proposer's stated travel policies, travel expenses shall not exceed the prevailing Federal Travel Regulations for such travel. Most projects include at least one meeting between key members of the research team and the project panel and program officer; the travel costs for the research team should be included. Approval of individual trips is not required except for costs of travel to scientific and technical meetings.
- (i) *Employee Benefit Plan Costs and Payroll Taxes*. Costs of insurance and employees' pension and retirement plans and federal and state payroll taxes for employees working directly on the subject research. The current costs and taxes should be extrapolated on the basis of previous years' trends to provide the best estimates possible over the entire contract period.
- (j) Overhead. An allowance for overhead costs determined in accordance with the proposer's usual method of accounting and generally accepted accounting principles. The current overhead rate should be extrapolated on the basis of previous years' trends to provide the best estimate possible for the anticipated contract period. Specify the rate and the base on which the overhead is applicable and include a statement supporting this rate. A negotiation agreement or statement from a federal, state, or local government agency is acceptable for this purpose. A fixed overhead rate is preferred, and the proposer may be asked to agree to fixed indirect rates. The funding allocated for the project does not allow for upward adjustment of indirect rates. If the proposer does not agree to fixed indirect rates, an upward adjustment will require a reallocation of the budget without an increase in funding.
- (k) Fixed Fee. In the event the proposer desires to undertake work on this project on a cost-plus-fixed-fee (CPFF) basis, the budget shall include a line item showing the fixed-fee percentage and amount. The fixed fee, which is subject to negotiation, cannot exceed seven (7) percent of contract costs exclusive of the fixed fees for the subcontractor, if any. Subcontractor fixed fee is also limited to seven (7) percent. The contractor is required to submit in the proposal a justification for the amount(s) included in the budget, e.g., a statement of the complexities of administration.

The costs for borrowed personnel, consultant, and subcontractor should be reflected using Figure 6. One table should be used for each entity.

All fiscal, budget, and other pertinent information must be bound with each proposal, in the single volume required.

Cost analysis of proposals will be conducted by the project panel in coordination with the Office of Contracts and Grants to determine the reasonableness of the proposed itemized budget. A determination of the need for a pre-award audit for financial accountability purposes will be made on a case-by-case basis.

All proposed costs shall be in accordance with applicable government costs allowability requirements. Refer to OMB Circular A-21, "Cost Principles for Educational Institutions;" Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments;" and Circular A-122, "Cost Principles for Non-profit Organizations." Institutions of higher education and other nonprofit recipients are required to meet

all applicable audit requirements of OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

- 12. Disadvantaged Business Enterprise Plan—The TRB encourages participation by disadvantaged business enterprises (DBEs)—small firms owned and controlled by minorities or women; however, it does not have a minimum DBE requirement. Proposers must describe their plan for DBE participation in Item 12, including information on each DBE. Include the anticipated dollar amount and the percentage of DBE participation relative to the total project budget. Use Figure 7 to break out the dollar amount for each DBE on the team. If a proposer's team does not include a DBE, a statement to that effect must be included in Item 12.
- 13. Cooperative Features—If assistance in the form of personnel, data, or equipment is required from other organizations, agencies, or individuals (whether public or private), describe the plans for obtaining such assistance. Such cooperative features could include paid subcontractors, unpaid volunteer participants, donations or loans of equipment or data, or agreements to provide access to roads or other facilities. A letter of intent from agencies or individuals agreeing to provide these cooperative arrangements should be included in the proposal.
- 14. *Appendices*—The appendices may include such things as statements concerning previous work on issues related to the project, abstracts of related projects, a bibliography or list of references, or descriptive brochures or materials describing the proposer's organization and capabilities in general terms. Any other relevant material not specifically mentioned previously may be included as an appendix.

It is expected that proposers will have studied the foregoing instructions and will have complied fully with them. Failure to do so, if not warranting outright rejection, will certainly raise serious questions as to how well the proposer would handle a complex research project and would, therefore, seriously jeopardize the chances of being selected to conduct the work. In matters that require further clarification, proposers should contact the program officer with technical questions regarding the RFP. The name and telephone number of the staff member assigned to each project are noted on the RFP.

#### Please remember that noncompliance with the following will result in automatic rejection:

- 1. Proposals must arrive at the address indicated before the deadline shown on the RFP.
- 2. Proposals must contain, in the order indicated, the 14 items listed in Section V, Organization, which are described in Details of Essential Content.
- 3. Proposals must be accompanied by an executed, unmodified copy of the Liability Statement. If this statement is not received by the proposal deadline, the proposal will be rejected.
- 4. Proposal budgets may not exceed the available funds stated in the RFP.

Nothing set forth herein shall waive any provision of the contract terms and conditions, which shall be controlling and take precedence with respect to any conflicting provision included in this brochure.

#### VI Figures

#### Figure 1

#### Cooperative Research Programs

#### **Liability Statement**

Revised May 2006

Project	Fiscal Year
statement in order for the TRB to accept out this executed and unaltered statem	tative of the responding proposer is required on the following unaltered the proposer's response for consideration. <b>Responses submitted withment by the response deadline will be summarily rejected</b> . An execut-poser's intent and ability to execute a contract that includes the provisions
Proposer:	
Name:	Title:
Signature:	Date:

#### **CONTRACTOR LIABILITY**

- The parties agree that the contractor and its employees and agents ("Contractor") will be primarily responsible for performing the work required under the contract, and shall therefore be legally responsible for, and shall indemnify and hold the Academy harmless for all claims asserted against the Academy, its committee members, officers, employees, and agents, by any third parties, whether or not represented by a final judgment, if such claims arise out of or result from Contractor's negligent or wrongful acts in performing such work, including all claims for bodily injury (including death), personal injury, property damage, and other losses, liabilities, costs, and expenses (including but not limited to attorneys fees).
- With respect to entities of State government that are subject to State law restrictions on their ability to indemnify and hold harmless third parties ("Restricted State Entities"), the obligation to indemnify and hold harmless the Academy in Paragraph (a) shall apply to the full extent permitted by applicable State law. In addition, each Restricted State Entity executing this contract represents and warrants that no part of any research product or other material delivered by such Restricted State Entity to the Academy ("Work Product") shall include anything of an obscene, libelous, defamatory, disparaging, or injurious nature; that neither the Work Product nor the title to the Work Product will infringe upon any copyright, patent, property right, personal right, or other right; and that all statements in the Contractor's proposal to the Academy and in the Work Product are true to the Contractor's actual knowledge and belief, or based upon reasonable research for accuracy.
- The term "wrongful act" as used herein shall include any tortious act or omission, willful misconduct, failure to comply with Federal or state governmental requirements, copyright or patent infringement, libel, slander or other defamatory or disparaging statement in any written deliverable required under the contract, or any false or negligent statement or omission made by Contractor in its proposal to the Academy.
- The obligations in paragraph (a) of this clause to indemnify and hold harmless the Academy shall not extend to claims, damages, losses, liabilities, costs, and expenses to the extent they arise out of the negligent or wrongful acts or omissions of the Academy, its committee members, officers, employees, and agents.
- Both the Academy and Contractor shall give prompt notice to each other upon learning of the assertion of any claim, or the commencement of any action or proceeding, in respect of which a claim under this paragraph may be sought, specifying, if known, the facts pertaining thereto and an estimate of the amount of the liability arising therefrom, but no failure to give such notice shall relieve the Academy or Contractor of any liability hereunder except to the extent actual prejudice is suffered thereby.
- The Academy and Contractor agree to cooperate with each other in the defense of any claim, action, or legal proceeding arising out of or resulting from Contractor's performance of the work required under this contract, but each party shall control its own defense. The Academy shall also have the option in its sole discretion to permit Contractor or its insurance carrier to assume the defense of any such claims against the Academy.
- The obligations under this clause survive the termination, expiration, or completion of performance under this contract.

#### Figure 2

#### **Example Cover Page**

copy 4

## **NCHRP**<sup>1</sup>

### **Project Number**

(insert appropriate project number, e.g., 02-04, 05-07A, 10-12(02))

## **Project Title**

(as shown on RFP)

## TRANSPORTATION RESEARCH BOARD NAS-NRC LIMITED USE DOCUMENT

This proposal is for use of recipient in selection of a researcher to conduct work under the National Cooperative Highway Research Program<sup>2</sup>. If the proposal is unsuccessful, it is to be returned to the NCHRP<sup>1</sup>. Proposals are regarded as fully privileged, and dissemination of the information included therein must be approved by the NCHRP<sup>1</sup>.

#### **Proposer Name**

The appropriate program acronym should be used (i.e., NCHRP, TCRP, ACRP, HMCRP, or NCFRP).

<sup>&</sup>lt;sup>2</sup> The appropriate program title should be used.

#### **Example Summary Page**

#### **SUMMARY PAGE**

**NCHRP<sup>1</sup> Project** (Use number on project statement RFP) "(**Title** as shown on project statement RFP)" Proposer: (Name that will appear on contract; include address and phone number) Person Submitting Proposal: (Name and title) Proposal Written by: (Name and title) Proposal Date: Principal Investigator: (Name and title, address, telephone number, and e-mail address) Administrative Officer: (Name and title, address, telephone number, and e-mail address) Proposed Contract Period: (In months) **Total Contract Amount:** (Cost-reimbursement, Cost-plus-fixed-fee, or Fixed-price<sup>2</sup>) Proposed Contract Type: \$ \_\_\_\_\_ (Only if proposing a cost-plus-fixed-fee contract) Fixed-Fee Portion at \_\_\_\_%:

<sup>&</sup>lt;sup>1</sup> Use the appropriate program acronym (i.e., NCHRP, TCRP, ACRP, HMCRP, or NCFRP).

Figure 4

XCRP Project XX-XX

#### **Summary of Hours by Task**

		Pct. Time						
		Over						
Names of Principal		Contract						
Staff Members	Role in Study	Period*	Task 1	Task 2	Task 3	Task 4	Task 5	Total
PRIME (Company Na								
J. Smith	Proj. Principal	3.1%	8	16	16	8	16	64
S. Jones	Principal Investigator	33.2%	24	120	240	150	160	694
E. Gonzalez	Jr. Planner	36.7%	24	160	300	122	160	766
R. Kim	Admin.	6.5%	16	24	16	40	40	136
Subtotal			72	320	572	320	376	1,660
BORROWED PERSO	l DNNEL 1 (Company Na	l ame)						
M. Martinez	Researcher	4.0%	8	20	20	20	16	84
K. Bala	Researcher	34.5%	40	120	200	200	160	720
T. Richards	Jr. Planner	19.3%	12	60	150	100	80	402
P. Lee	Admin.	3.1%	8	8	8	20	20	64
Subtotal			68	208	378	340	276	1,270
SUBCONTRACTOR 1	l (Company Name)							
M. Huang	Legal Advisor	1.9%	4	10	10	8	8	40
H. McDonnell	Engineer	16.3%	20	60	100	80	80	340
A. Robinson	Transp. Planner	9.9%	6	30	80	50	40	206
G. Thomas	Admin.	1.4%	4	4	4	10	8	30
Subtotal			34	104	194	148	136	616
SUBCONTRACTOR 2	  SUBCONTRACTOR 2 (Company Name)							
R. Colon	Research Specialist	8.0%	16	40	40	40	32	168
Subtotal			16	40	40	40	32	168
GRAND TOTAL			190	672	1,184	848	820	3,714

<sup>\*</sup> Total hours / (174 hours per month x number of contract months).

Figure 5 Prime Contract Budget Detail XCRP Project No. XX-XX\*

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(j) Overhead (Prime)				\$ -	\$	-		\$ -		\$	-		\$ -		\$	-
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(k) Fixed Fee (Prime)	(3 Rate:	7.00%		\$ -	\$			\$ -	1	\$	-		\$ -		\$	-
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Notes: (1) Total hours	divided by 174 hours/month	divided h	v contract m	onths.			•		•			•		•		
			,													

Total hours divided by 174 hours/month divided by contract months.
 Use Figure x to provide detail for borrowed personnel, consultants, and subcontractors.
 Maximum fee of 7%, exclusive of fixed fees for subcontractors.

<sup>\*</sup>Use this form for prime contract only.

Figure 6 Borrowed Personnel, Consultant, and Subcontract Budget Detail XCRP Project No. XX-XX\*

<b>Entity Name:</b>	

Salaries and Wages	aries and Wages		Task 1		Task 2		Task 3			Task 4			Task 5			Total		
Odianes and Wages		Loaded Hourly																
Name	Role in Study	Rate**	Hours	Cost	Hours	Cost	Hours	Cos	st	Hours	C	Cost	Hours	(	Cost	Hours	С	ost
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Trip 3				\$ -		\$ -	]	\$	-		\$	-		\$	-		\$	-
Subtotal				\$ -		\$ -		\$	-		\$	-		\$	-		\$	-
TOTAL (Salaries & Wag	nes nius Exnenses)			\$ -		\$ -		\$	_		\$			\$			\$	
TOTAL (Galaties & Wat	ges plus Expelises)			Ψ -				ĮΨ	-		Ψ	-		Ψ			Ψ	

<sup>\*</sup>Use this form for borrowed personnel, consultants, and subcontractors, one form per entity. \*\*Including direct costs, indirect costs, and fixed fee (up to 7%).

Figure 7
Disadvantaged Business Enterprise Participation Plan

Proposer	Date
Program and Project Number_	

	Relation to Prin	ne (Check One)	DBE Type (Check One)		
			Minority-	Woman-	Budgeted Amount (\$)
Company Name	Prime	Subcontractor	owned	owned	Amount (\$)

Instructions: In the table above, list each DBE on your team, its relationship to the lead proposer, the DBE type, and the dollar amount budgeted.