

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE 1 OF 61 PAGES
2. CONTRACT NO.	3. SOLICITATION NO. DTFH61-08-R-00001	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED DRAFT	6. REQUISITION/PURCHASE NO.
7. ISSUED BY Federal Highway Administration Office of Acquisition Management, HAAM-30, W36-481 1200 New Jersey Avenue, SE Washington, DC 20590-0001		CODE: HAAM-30B	8. ADDRESS OFFER TO (If other than Item 7)		

NOTE: In sealed bid solicitation "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 7 (total = 8) copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in Rm W36-481, 1200 New Jersey Ave., SE, until 4:00 pm local time TBD (date).
CAUTION - LATE Submission, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Ms. Melissa Rosendorf Mr. Rick Murray (Alt.)	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS
		AREA CODE 202	NUMBER 366-9771	<u>Melissa.Rosendorf@dot.gov</u> <u>Rick.Murray@dot.gov</u>
	202	366-4250		

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OFFER (Must be fully completed by offeror)

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

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

13. DISCOUNT FOR PROMPT PAYMENT <i>(See Section I, Clause No. 52.232-8)</i>	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	Calendar Days (%)
14. ACKNOWLEDGMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):</i>	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE:	FACILITY:	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO.		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE <input type="checkbox"/>	17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER			

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN > (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7)	CODE:	25. PAYMENT WILL BE MADE BY	CODE:
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA	28. AWARD DATE
		(Signature of Contracting Officer)	

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

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 perform the required non-personal services under this contract entitled “Summer Transportation Internship Program for Diverse Groups (STIPDG).”

The total minimum cost/price for performance under this contract is \$<TBD>. The total maximum estimated cost/price for the performance of this contract is \$<TBD> over the base period of performance.

The maximum period of performance possible over the entire contract includes a base year plus four 1-year option years. A breakdown of the cost/price by year is as follows:

	Base	Option Year 1	Option Year 2	Option Year 3	Option Year 4
Cost/Price	\$<TBD>	\$<TBD>	\$<TBD>	\$<TBD>	\$<TBD>
Fixed Fee	\$<TBD>	\$<TBD>	\$<TBD>	\$<TBD>	\$<TBD>

Over the period of performance, total unburdened travel and per diem cost shall not exceed \$250,000 per year.

Following are the rates for labor and indirect costs for the prime contractor and their subcontractors/consultants.

[To Be Determined (if applicable, based on awardee’s proposal)]

SECTION C -STATEMENT OF WORK

Summer Transportation Internship Program for Diverse Groups

Background

The U.S. Department of Transportation's (DOT)'s Federal Highway Administration (FHWA) manages an annual DOT Summer Transportation Internship Program for Diverse Groups (STIPDG). For almost two decades, the STIPDG has been a critical component of the DOT/FHWA's intern recruitment efforts. It has served as a successful workforce succession-planning tool in aiding the DOT and FHWA in building and maintaining a pool of qualified candidates to address future transportation workforce occupational gaps. The STIPDG is managed by the FHWA's Office of Human Resources. Historically, contracts have been issued to obtain support for the management and implementation of this program.

The United States Government does not discriminate on the basis of race, color, religion, sex, national origin, political affiliation, sexual orientation, marital status, disability, age, membership in an employee organization, or other non-merit factor. While the STIPDG is open to all qualified college applicants based on the published requirements (see Part B, 2007 STIPDG Announcement), <http://www.fhwa.dot.gov/education/stipdg.htm>), it is designed to provide qualified women, persons with disabilities, and members of diverse groups with summer opportunities in transportation where these groups have been under represented.

The annual operation period for the actual STIPDG is 10 weeks, with the summer program beginning the first week of June and ending the second week of August within the same calendar year. Almost a full year of administrative and planning efforts by the FHWA and the contractor precedes each summer program. The contractor that provides assistance to the FHWA for STIPDG plays a unique role in managing the Program. STIPDG interns are not Federal employees and do not serve in Federal positions. STIPDG interns become the employees of the Contractor, completing on-the-job training assignments under the daily direction of Federal Government employees who serve as Mentors. STIPDG interns are paired with FHWA or other DOT Mentors and work on assignments based on transportation-related majors, occupations, and areas-of-interest. The STIPDG provides college students with opportunities to sharpen their research, written, and oral presentation skills while receiving real-world work experiences; this is often the student's first introduction to real transportation work in their majors or fields of study. The STIPDG also exposes interns to organized field trips to current National projects and facilities; coordinates interns' participation and attendance at structured conferences, workshops, decision-making meetings, and special events specific to their STIPDG assignments; and hosts a customized DOT Career Fair designed especially for STIPDG participants. The STIPDG's ultimate goal is to immerse interns for 10 weeks in the occupational inner workings of the DOT.

PROGRAM AUTHORITY/FUNDING - The STIPDG program is funded by the FHWA's Office of Civil Rights, under the "On-the-Job Training and Supportive Services" (OJT/SS) Program, 23 CFR 230, provisions 23 U.S.C. 140(b). Subject to the availability of funding, up to approximately \$1 million may be made available annually for the implementation of the program (for the interns and program management).

SCOPE OF WORK

The Contractor shall be responsible for the daily management and administration of the FHWA's National STIPDG program from the Washington, D.C. area. The Contractor shall manage and coordinate anywhere between 60 to 100 college interns, acting as their employer and primary point-of-contact and interface between interns and their Mentors. The Contractor shall use most of the contract funds for products or services that will directly benefit the intern, and to cover authorized expenses that they incur during their internship. Examples of these products and/or services while the interns are actively in the summer program include, stipends (salaries), housing, travel/transportation, workshops and seminars, field trips; and other logistical support, including reasonable accommodations for persons with targeted disabilities.

The identification of assignments and possibly the selection of the 2008 STIPDG participants will be completed by the FHWA's Office of Human Resources prior to the award. The Contractor will not be required to identify and select STIPDG training opportunities (summer assignments), or recruit, identify, or select the STIPDG participants. Annually, the Contracting Officer's Technical Representative (COTR) will meet with the Contractor to review the Contractor's STIPDG program implementation responsibilities and other contract requirements, and will provide access to all STIPDG assignments and intern information for the year. **This will occur annually during the spring (in March or April) of each year and well before the June STIPDG start.**

In preparation for and in the conduct of each year of the STIPDG program under this contract, the contractor:

- Shall contact all participants via e-mail, with a "Welcome Package" of detailed instructions. (See Task A.8 for details regarding the Welcome Package).
- Shall be responsible for all daily coordination with and guidance to the STIPDG interns, ensuring that they have timely information regarding all activities and components of Program, and that all Tasks are executed on time and in accordance with the terms and conditions of the contract.
- Shall serve as the employer and payroll manager of record for all STIPDG participants.
- Shall be responsible for all daily coordination with and guidance to the STIPDG Mentors, ensuring that all activities and components of the STIPDG are implemented on time and in accordance with the contract terms and conditions.
- Shall carry out all activities associated with the five primary and recurring components of the STIPDG, including:
 - (A) Program Administration and Management,
 - (B) Recordkeeping and Management,
 - (C) Acquisition, Funding, and Provision of Products/Services Directly Benefiting the Participants,
 - (D) Development of Instruments and Coordination of STIPDG Intern/Program Evaluations, and
 - (E) the Development and Completion, all STIPDG Electronic and Written Reports.

[IMPORTANT NOTE TO OFFERORS: *The task list below is categorized according to activities that must take place at during certain months of each year of STIPDG performance. Because of the extensive planning requirements associated with this program, there will always be an overlap in the planning and in the conduct of the programs from year to year. At any given time, planning activities for the following year's STIPDG program may be underway even while operational tasks and activities for the current year program are in process.*

At the point of initial contract award, the successful contractor will be required to begin the administrative and planning activities for the 2008 STIPDG program, and will have no responsibility for the 2007 program, which is already well underway. The current incumbent contractor will continue and complete all activities associated with the 2007 program (through December 2007). In the first year of contract effort, the contractor will be responsible for all planning activities for 2008 – in subsequent years, the programs will overlap year to year, as described above.]

DELINEATION OF TASKS

Task A. PROGRAM ADMINISTRATION AND MANAGEMENT

- (A-1) **Identification of Primary/Central Office Address of Record:** Provide the street address for the primary office for the STIPDG from which all STIPDG business will be conducted. This should also include the official telephone and fax numbers and e-mail addresses. (The FHWA has recently located to a new facility and WILL NOT be able to provide the Contractor with office space within the DOT/FHWA Headquarters in Washington, DC, as in past years). The Contractor's primary office should be located within 30 minutes (average non-rush hour) travel time. **Due 7 business days after contract award.**
- (A-2) **Primary STIPDG Personnel:** The Contractor shall provide, at a minimum, staffing equating to four person-years of effort annually, to perform the work under this contract. Staffing shall include an Overall Program Manager/24-Hour Emergency Contact, a Daily Coordinator, a Travel Coordinator, and a Housing Coordinator. The Overall Program Manager and the Daily Coordinator are full-time positions and are identified as the Primary Staff (see additional information in A-3 and A-4 below). The contractor may staff the other two person-years with either full- or part-time staff as appropriate to accomplish all work under the contract. **Due 7 business days after contract award:** provide a Table with the names and on-duty and off-duty contact information for the primary staff, and the role(s) they will serve.
- (A-3) **24-Hour Emergency Contact Staff/Personnel:** The Overall Program Manager shall serve as the emergency contact during the operation periods of the STIPDG (June-August, annually) in case of emergency. This person shall be responsible for securing and maintaining all emergency contact information for all interns in the STIPDG. This must be an actual person, and not a cell phone or answering machine set-up. This person shall be on-call, and be able to respond to (medical and personal) emergencies.

- (A-4) Daily Program Coordination/Administration: The contractor shall provide one person to services as the Daily Program Coordinator. This individual shall provide daily management of intern and Mentor assignment activities. This person shall receive and handle all calls and inquiries from interns and Mentors, and shall provide guidance, answer questions, and resolve problems. The Daily Program Coordinator shall respond to inquiries within 24 hours of receipt. The COTR shall become involved only if the Daily Coordinator is unable to resolve an inquiry.

NOTE: Each program year, the FHWA will be advertising the program (Aug-Dec), receiving applications (Jan/Feb), and rating applicants (Feb/Mar). When applications are received, the FHWA will forward a copy to the Contractor.

- (A-5) Initial Notification to Applicants: No later than two business days after receiving a forwarded application from a STIPDG applicant, the contractor shall verify the completeness of the information in the application and provide email notification to the applicant that the application was received and is being processed, or that the application was received but requires additional information. [NOTE: The electronic form for this notification will be provided to the Contractor by the FHWA.] The e-mail notification to each applicant shall include a copy to the Contracting Officer's Technical Representative (COTR).

The FHWA will make final selections and will send offer letters via email to all selected applicants (Mar/Apr).

- (A-6) Draft Notification Responses: Based on samples provided by the COTR of prior year notices, the Contractor shall draft two final notification responses for applicants – an acceptance letter and a wait-list letter. The contractor shall submit a draft of each document to the COTR for review and approval **by no later than February 1 of each program year**. The acceptance letter is different from the offer letter sent by FHWA. The acceptance letter is the Contractor's notification to the intern, as a potential employee of the Contractor, regarding company policies and procedures. The waitlist letter advises interns that their application has been wait-listed and that they may be contacted if additional positions become available.

- (A-7) Final Notification Responses to applicants regarding their Selection Status: **By the first Friday of March each year**, the contractor shall send each applicant a Final Notification Response regarding their selection status (acceptance or wait-list).

- (A-8) Developing the annual STIPDG "Welcome Package":
- The contractor shall submit, for review and approval by the COTR, a sample "Welcome Package" that will be sent to all participants and their Mentors via e-mail. The package shall include detailed instructions about the program's schedule and other key information, including (but not limited to): stipend payment schedule, payroll tax withholdings, travel arrangements, housing arrangements/instructions hospitalization, local transportation, leave privileges,

proposed project assignments, and an internship agreement. **The draft “Welcome Package” shall be submitted to the COTR for review and comment by not later than March 1 of each program year.**

b. The **Welcome Package shall be distributed by the first week of April** to each participant and his/her assigned Mentor, with a copy to the COTR.

Task B. RECORDKEEPING, AND MANAGEMENT

- (B-1) Create Intern Rosters: The FHWA will provide the Contractor with the format for two intern rosters – one for applicants and one for STIPDG interns selected each year. The roster for the applicants includes such information as: name, home and e-mail addresses; home, school, and cell and DOT work numbers and addresses; academic status, GPA, race, gender, college/university (noting if the school is a Minority Institution of Higher Education (MIHE) or not, and if a MIHE whether it is a HSI, HBCU or Tribal institution); major, DOT rating and ranking score, designation of disability status. The roster for selected intern applicants shall include all of the above information, and shall also include emergency contact information (name address, cell phone number), Mentor’s e-mail and work address, telephone number), etc. The Contractor shall enter the data for each intern into the two rosters.
- (B-2) Responds to FHWA requests for intern information and/or demographic reports: From time to time, the Contractor may be required to assist the FHWA with requests for intern information and/or demographic reports by compiling and providing data from the two rosters. Replies to such requests may sometimes be due **via e-mail by the next day**, based on completeness of demographic information in B-1. Replies are always submitted to FHWA’s COTR, who will issue the actual reply.
- (B-3) Deliver final electronic rosters to the FHWA (soft and hard copy) **no later than March 31** of each program year.
- (B-4) Compile and deliver final STIPDG metrics data, using the format attached in Section J, in soft and hard copy, **by March 31 of each year**.

Task C. INTERN SERVICES

This task involves the acquisition, funding and provision of products and services that directly benefit the participants’ housing, travel and stipends, and requires reasonable accommodations for persons with targeted disabilities.

[Tasks that must occur between April/May/June, or earlier]

- (C-1) Housing: Coordinate and procure, on behalf of intern participants, national housing that must be ready for interns move-in as early as the Friday prior to the start of the June program each year.

[NOTE TO OFFERORS FOR PROPOSAL PREPARATION PURPOSES:

Base estimates on a total of 100 interns, with 1 to 2 interns placed in most States, and 4 to 6 interns in each of the following major cities: Washington, DC; New York City; Boston; Atlanta; and Los Angeles. The budget shall reflect housing costs for participating interns. Budget shall not include housing for contract staff or relatives/friends of interns selected to participate in the program.]

(C-1.1) Contractor shall include verification that housing is FEMA approved, ADA compliant, and that housing is ADA accessible.

(C-1.2) All housing must be less than 1 hour by local transportation from the intern's assigned worksite. All housing must be within walking distance to public transportation and restaurants, and with reasonable accessibility to medical and emergency services and facilities, churches, and local cultural activities. **The final roster of interns' housing assignments shall be submitted via email to the COTR by not later than May 31 of each program year.**

(C-2) **Travel and Local Transportation:** The contractor shall arrange/procure all travel, as required, for STIPDG interns who live outside the commuting areas (more than 50 miles, one way) of their assigned duty locations. The contractor shall arrange for interns to be greeted at airport/train by their respective Mentors or designated representative, ensuring that they arrive at their assigned housing on schedule. **The final roster of interns' travel assignments is due by April 30 of each program year, via e-mail to the COTR.**

[Tasks that must occur between June/July/August]

(C-3) **Stipends/Payroll:** The contractor shall make twice-monthly stipend payments to STIPDG interns and withhold appropriate payroll taxes and other required deductions; based on \$4,000 for undergraduate and \$5,000 for graduates and law interns. **By May 30 of each program year, provide proof of that the payroll master and stub system is in place, via e-mail to the COTR.**

(C-4) **Individual and Group Field Trips/Travel/Workshops:** The contractor shall organize 2 to 4 local field trips for the Washington, DC-based DOT/FHWA STIPDG interns for purposes of touring national transportation projects. In addition, there are some Mentor-sponsored activities that may involve travel; for these activities, that contractor shall coordinate and pay for intern participation. Ensure that all STIPDG interns have equal or similar experiences with respect to their STIPDG internship seminars and field trips. Develop uniform funding guidelines and procedures for budgeting for seminars and field trips. **Final roster of interns' planned individual or group field trips, along with uniform funding guidelines, is due via email to the COTR by June 30 of each program year.**

(C-5) **Pre-planning activities for intern and Mentor support:** Develop, coordinate, and procure support for the following critical pre-planning activities, and forward an agenda via e-mail to COTR by no later than April 30 of each program year. **The contractor shall provide paid or in-kind facilities in support of all activities – no functions can take place on-site at the FHWA Headquarters facilities:**

- (C-5.1) Coordination of Reasonable Accommodations: Any requirements for reasonable accommodations for interns shall be procured in advance by the contractor, and shall be consistent with the standards of the DOT's Disabilities Resources Center (DRC) (<http://www.drc.dot.gov/>). If the planned accommodation (e.g., interpreter) does not show in time to support an intern's participation in a given event or activity, the Contractor shall attempt to notify the COTR within 15 minutes. The COTR will try to resolve the situation either by obtaining support for the DOT Disabilities Resource Center or by rescheduling the event.
- (C-5.2) 2007 STIPDG Program Manual for Interns: Provide an E-Mail Version for Posting on the FHWA website. The Manual shall meet the "FHWA Minimum Requirements for Websites" (see below)
- (C-5.3) 2007 STIPDG Program Manual for Mentors: E-Mail Version and for Posting on FHWA Website
- (C-5.4) Secure Facility and Host/Lead: Host Mentors Briefing (East Coast) (By Phone, Video-Conference)
- (C-5.5) Secure Facility and Host/Lead: Host Mentors Briefing (Mid-West and West Coast) (By Phone, Video-Conference)
- (C-5.6) Secure Facility and Host/Lead: Host Mentors Briefing (By Phone, Video-Conference)
- (C-5.7) Secure Facility and Host/Lead: Host Mentors Briefing (West-Coast) (By Phone, Video-Conference)
- (C-5.8) Secure Facility and Host/Lead: Host Headquarters Interns Welcome, East Coast: (By Phone, Video-Conference)
- (C-5.9) Secure Facility and Host/Lead: Host Interns Briefing East Coast (By Phone, Video-Conference)
- (C-5.10) Secure Facility and Host/Lead: Host Interns Briefing Mid-West and West Coast (By Phone, Video-Conference)
- (C-5.11) Secure Facility and Host/Lead: Host Interns Briefing, West Coast (By Phone, Video-Conference)
- (C-5.12) Secure Facility for STIPDG Career Fair: FHWA will host all STIPDG interns. Provide refreshments for event.
- (C-5.13) Secure Facility for the DOT "Administrators' Reception" for all STIPDG participants.
- (C-5.14) Secure Facility and Host/Lead: Oral Presentations – all STIPDG interns shall make oral presentations, and legal interns shall conduct moot court, to be held at the contractor-provided conference-room space. The contractor shall prepare presentation evaluations/critiques for all STIPDG interns.
- (C-5.15) o. Secure Facility and Host/Lead: Awards and Closeout/Final Awards Formal Luncheon to include interns, some Mentors and 7 senior DOT & FHWA staff agency representatives

Task D. DEVELOPMENT OF INSTRUMENTS AND COORDINATION OF STIPDG INTERN AND PROGRAM EVALUATIONS

Develop and submit drafts of following Evaluation instruments for review and approval by the COTR by April 1st. The FHWA will provide prior-year samples to the Contractor. Final evaluation instruments, incorporating the COTR's comments, shall be submitted to the COTR via e-mail by May 30th:

- (D-1) Design an Instrument and conduct a Midterm and Final STIPDG Mentors' Evaluation of Intern Program Evaluation; due from Mentors the 4th week of June from Mentors for discussion/distribution with interns the first week of July. Design and conduct a Final Intern Evaluation; due from Mentors the first week of August, for discussion/distribution with interns the second week of August.
- (D-2) Design an Instrument and conduct a Midterm and Final STIPDG Program Contract Evaluation for Intern Program & Program Delivery Feedback: This is for intern feedback, for submission from each intern, evaluating the Program and Contract delivery. Have the evaluation forms (electronic and hard copies) sent directly to the COTR final concur.
- (D-3) Design an Instrument and conduct a Midterm and Final STIPDG Program Evaluation for Mentor Program Feedback: This is for Mentor Feedback provide sample; obtain a program and intern evaluation from each Mentors.

[Tasks that must occur between August/September/October/November]

Task E. SUBMISSION OF ELECTRONIC AND WRITTEN REPORTS

The contractor shall:

- (E-1) Provide weekly email status briefings to the FHWA COTR for **the first 4 weeks of the STIPDG program starting in June.**
- (E-2) **Submit bi-weekly progress reports during the 10-week program**, citing the pros and cons of what did and didn't work with suggestions for improvements for future years (lessons learned).
- (E-3) **Monthly Progress Report:** The Contractor shall furnish 1 hard copy and 1 electronic copy of a monthly letter-type progress report to the Contracting Officer; and 2 hard copies and 1 electronic copy (in Microsoft Office 2000 or equivalent) to the Contracting Officer's Technical Representative, with each monthly invoice, but no later than the 15th of the month following the calendar month being reported. Each report shall contain concise statements covering the following:
- (E-3.1) Budget and scheduling information, the estimated completion date, original estimate of resources needed/planned (labor hours and costs, travel costs and ODC costs); a tabulation of resources expended that month; a tabulation of cumulative total-to-date resources expended; and a comparison of percentage of resources planned, to resources expended, to resources needed to complete the work, and clearly identify any projected overrun of resources. The contractor shall also clearly identify any projected overruns.
- (E-3.2) A description of any contract problem encountered or anticipated that will 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 were encountered.
- (E-3.3) Any contract improvement recommendations.
- (E-3.4) A clear and complete account of the work performed and an outline of

- the work to be accomplished during the next report period.
- (E-3.5) Any improvement recommendations.
- (E-4) **Annual Evaluations Summary:** Submit a draft report containing Mentors' evaluations of STIPDG interns and program, STIPDG intern' evaluations, STIPDG intern' biographical sketches, summary of STIPDG intern' activities, STIPDG intern' written reports, contractor's evaluation of STIPDG intern, and recommendations for program improvements. **The draft summary shall be submitted for FHWA review and comment by September 30 of each year. The FHWA shall review the draft evaluations summary and provide comments to the contractor within 30 business days. The contractor shall submit a final Evaluations Summary, incorporating the FHWA's comments, by November 30 of each year.**
- (E-5) **Draft Annual Report:** By **August 31** of each year, the Contractor shall furnish 1 hard copy of a letter-type annual report to the Contracting Officer and 2 hard copies and 1 electronic copy (in Microsoft Office 2000 or equivalent) to the COTR. The annual report shall contain a discussion of the activities conducted during the period being reported, a financial summary for the reporting period, and an assessment of the progress made toward achieving the objectives of the contract. The report will also contain a discussion of problems encountered or anticipated that might affect performance during the following year, and recommend solutions to such problems. The Government shall have 30 days to review and approve the annual report.
- The annual report will be used by the COTR as part of the annual performance review. The Contractor shall revise staffing, work assignments, and financial controls, as needed, based on annual performance reviews.
- (E-6) **Final Annual Report:** Submit a final annual report incorporating **FHWA's review comments by October 31** of each fiscal year.

PERFORMANCE REVIEW MEETINGS

On a quarterly basis, or more often as needed, the contractor shall meet in person or by teleconference with the COTR and/or Contracting Officer and other interested parties to discuss current operational considerations.

REPORTS OF PROBLEMS

In addition to the monthly progress reports and performance review meetings specified above, the Contractor shall bring actual or potential problems to the attention of the COTR and Contract Specialist as soon as they are known. Oral reports shall be followed by emailed written reports to the COTR within 24 hours, or as directed by the COTR or Contract Specialist.

SECTION D - PACKAGING AND MARKING**D.1 PACKAGING**

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

D.2 SHIPMENT AND MARKING

The Contractor shall clearly mark each shipment in accordance with U.S. Postal Guidelines and include the company name, this contract number, and (when appropriate), the item identification, quantity of items, and notice of partial or final delivery.

D.3 F.O.B. POINT

All items shall be shipped F.O.B. destination.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 All work hereunder, including the annual report, shall be subject to review and acceptance by the Government. Final inspection and acceptance of all work, performance, reports and other deliverables under this contract shall be performed at the location specified in the contract. The contract will designate the Contracting Officer, for inspection and acceptance. Contract deliverable items that are rejected shall be corrected in accordance with the applicable clauses.

E.2 The basis for acceptance shall be in compliance with the requirements set forth in Section C, Statement of Work (SOW), and other terms and conditions of the contract. Deliverable items rejected under the contract shall be corrected in accordance with the applicable clauses.

E.3 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 Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:
<http://www.arnet.gov/far/>

52.246-3	Inspection of Supplies Cost Reimbursement (MAY 2001)
52.246-5	Inspection of Services Cost Reimbursement (APR 1984)
52.246-16	Responsibility for Supplies (APR 1984)

SECTION F - DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE

The period of performance for ordering under this contract is 12 months (1 year) from the contract's effective date. The contract consists of a one-year base period and four one-year option years, for a maximum period of performance (all option years exercised) of five years.

Performance shall begin on the effective date of the contract.

F.2 FAR Clause 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- a. The Government may extend the term of this contract by written notice to the Contractor within 10 months before the contract expires; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- b. If the Government exercises this option, the extended contract shall be considered to include this option clause.
- c. The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

F.3 FAR Clause 52.217-8 OPTION TO EXTEND SERVICES (AUGUST 1989)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period specified in the Schedule.

F.4 LEVEL OF EFFORT REQUIRED TO ACCOMPLISH WORK

Direct productive hours are defined as actual work hours exclusive of vacation, holiday, sick leave and all other absences. For purposes of this contract, one direct productive month is equivalent to 156.67 direct productive hours for an individual (1,880 direct productive hours per year/12 months). The Contractor shall provide up to 8,300 direct productive hours for the base year and for each option year. The total possible for all years inclusive if all options are exercised is 41,500 direct productive hours.

The Government reserves the right to change (increase/decrease) the level of effort of a category of labor from the estimated levels in the Request for Proposals.

F.5 DELIVERABLES

The Contractor shall deliver to the Contracting Officer according to the schedule negotiated in the contract (see Section C).

F.6 PLACE OF DELIVERY

Correspondence for the Contracting Officer's Technical Representative (COTR): Two hard copies and one electronic copy of the monthly reports, and deliverables under this contract shall be delivered in accordance with FAR 52.247-34, F.O.B. DESTINATION (November 1991), under transmittal letter, to the following address:

(The Contracting Officer Technical Representative will be designated upon contract award).

Federal Highway Administration
Office of _____
Mail Code: _____, Room _____
1200 New Jersey Avenue, SE
Washington, D.C. 20590

Attention: _____

Email: _____,
Ph: (202) 366-####, Fax: (202) 366-####

Correspondence for the Contract Specialist: Invoices, a copy of all transmittal letters, and one hard copy and one electronic copy of the monthly report, shall be delivered to the following address:

Federal Highway Administration
Office of Acquisition Management
HAAM-30E, Room W36-481
1200 New Jersey Avenue, SE
Washington, D.C. 20590

Attention: Melissa Rosendorf

Email: Melissa.Rosendorf@dot.gov,
Ph: (202) 366-9771, Fax: (202) 366-3705

F.7 SCHEDULE OF WORK

All tasks set forth in the statement of work shall be performed in accordance with the work schedule outlined in Section C.

F.8 FAR Clause 52.242-15 STOP-WORK ORDER (AUG 1989) - ALTERNATE I (AUG 1984)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work

order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either -

- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Termination clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected, and the contract shall be modified, in writing, accordingly, if -

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

The Contracting Officer has designated _____ *[to be filled in at award]* _____ as the Contracting Officer's Technical Representative (COTR) to assist in monitoring the work under this contract. The COTR is responsible for the technical administration of the contract and technical liaison with the Contractor. **The COTR IS NOT authorized to change the 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 Contracting Officer 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. Any such revision shall be authorized in writing by the Contracting Officer.

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

G.2 OVERSIGHT REQUIREMENTS/ROLE OF COTR

The FHWA's Office of Human Resources will provide oversight for the STIPDG through appointment of a Contracting Officer's Technical Representative (COTR), as designated in Section G.1 above. The COTR has three primary roles:

- **Oversee/Supervise the Contractor's Execution of annual STIPDG Daily Activities.** The COTR, with guidance from the contracting officer (CO), will provide technical direction and guidance regarding the Contractor's execution of daily Tasks as outlined in the Statement of Work (SOW). While the COTR should not play a role in the daily coordination and execution of the Tasks identified in this SOW (this is reserved solely for the Contractor and its staff), the COTR's technical direction is intended to ensure that all SOW Tasks are successfully coordinated and issues can be immediately resolved by the Contractor, and that the contractor understands FHWA's expectations regarding the program. For this reason, the first page of the Contractor's Welcome Page, distributed via e-mail to Mentors and interns, will clearly list two paragraphs: one identifying the role of Contractor, another including the role of the COTR, verbatim, as listed above.
- **Provide Quarterly and End-of-Year Evaluations of Contractor's Performance.** The COTR will provide the FHWA Contracting Officer with formal evaluations of the Contractor's performance quarterly and at the end of each fiscal year. The quarterly evaluations will take place at the end of March, June, September, and December of each year. The FHWA will provide verbal feedback on each evaluation to the contractor.

- **Review and Recommend Acceptance of all Contractor's Vouchers for Reimbursement of Fees.** The STIPDG is a cost reimbursement type contract. The Contractor will be reimbursed for all allowable and allocable expenses.

G.3 SUBCONTRACTS -- ADVANCE NOTIFICATION AND CONSENT

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

<As Proposed/Negotiated>

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.

Additional Consent To Subcontracts will be on a case-by-case basis in accordance with FAR 44.2 and FAR 52.244-2, as applicable.

G.4 KEY PERSONNEL

Transportation Acquisition Regulation Clause 1252.237.73 Key Personnel (Apr 2005)

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

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

The Key Personnel under this Contract are:

(list key personnel, as negotiated)

G.5 PROFESSIONAL STAFFING

The following disciplines and/or expertise are believed to be necessary for successful completion of this project (there is no preference implied by the order in which these disciplines appear).

Overall Program Manager
Daily Program Coordinator
Travel Coordinator
Housing Coordinator

NOTE to Offerors: See Section L for additional information on staffing requirements.

In the event the Contractor finds it necessary to replace any of the professional staff during the performance of the contract, the Contracting Officer shall be notified in advance.

G.6 CONTRACT SUPERVISION

The Contractor shall provide total supervision of its staff. Government personnel are not authorized or permitted to supervise any contractor personnel. At the time of work order award, the contractor's designated work order Project Manager shall assume all responsibilities for communicating with the COTR to determine the Government's work requirements and to assure that these requirements are fulfilled. In the event the designated Project Manager is incapacitated due to illness or injury, or otherwise removed by the contractor during the contract performance, replacement of the incumbent Project Manager shall be subject to the prior approval of the Contracting Officer. See Section H, Item 6.0, Non-Personal Services Contract.

G.7 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE

The FHWA observes the holidays listed below, and the interns will not be able to participate in any events or activities at FHWA facilities on these days:

New Year's Day	Columbus Day
Martin Luther King Jr.'s Birthday	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Labor Day

Plus any other day designated by:

- Federal statute
- Executive Order
- The Director, Office of Personnel Management
- Presidential proclamation

When any such day falls on a Saturday, the preceding Friday is observed; when any such day falls on Sunday, the following Monday is observed. It is understood and agreed between the Government and the contractor that observance of these days by interns and/or contractor personnel shall not "on-its-face" cause any change to the program period or entitle the contractor to any compensation.

When administrative leave is granted to the on-site Federal employees, any interns working on-site at FHWA facilities will also be dismissed. When administrative leave is granted because of inclement weather, potentially hazardous conditions or other special circumstances, it will be without loss to the contractor. Intern stipends will not change due to any such excused absence.

G.8 FUNDS AVAILABLE

The clause entitle "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.

- (1) Currently funds identified on page 1 dollars are obligated to this contract.
- (2) Subsequent funds will be obligated to the contract through modifications. All work is to be performed under a fully executed contract or contract modification.

G.9 PAYMENT

1. The Contractor may be reimbursed for direct and indirect costs incurred in the performance hereof as are allowable under the provisions of Subpart 31.2, 31.3, 31.6, or 31.7 (as applicable) of the Federal Acquisition Regulation in the not-to-exceed amount of \$ _____ (to be negotiated) subject to the Limitation of [____] Clause.
2. For this cost plus fixed fee contract, the Government will pay the Contractor for performing the cost reimbursable portion plus the fixed fee specified in the contract. Payment of the fixed fee shall be made, provided that after the payment of 85 percent of the fixed fee, the Contracting Officer may withhold further payment of the fee until a reserve is set aside in the amount that the Contracting Officer considers necessary to protect the Government's interests. The reserve shall not exceed 15 percent of the total fixed fee or \$100,000 for the contract, whichever is less.
3. In accordance with clause 52.232-25, "Prompt Payment", monthly interim payments will be made by the 30th 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 Contracting Officer that the contractor is making adequate progress toward successful contract completion.
4. Each monthly interim payment request and the final invoice shall be submitted in accordance with the format contained in the attached "The FHWA Billing Instructions for Cost-Reimbursement Contracts" to be considered proper for payment. Prior approval of the Contracting Officer is required if the contractor wishes to use a different format.
5. Final invoice payment shall be made upon the Contracting Officers determination that all requirements of the contract have been completed. The payment due date for final invoice shall be established in compliance with the Clause 52.232-25.

G.10 INDIRECT COSTS

Pending the establishment of final indirect cost rates which shall be negotiated based on audit of

actual costs as provided in Subpart 42.7 of the Federal Acquisition Regulation, the Contractor shall be reimbursed for allowable indirect costs hereunder as identified below:

<u>Indirect Cost Element:</u>	<u>Rate (.000%)</u>	<u>Type:</u>	<u>Base (applied to):</u>
<To Be Negotiated>			

This INDIRECT COSTS 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.11 LABOR ESCALATION

Labor rates for all personnel billed under this contract shall incorporate an aggregate salary escalation not to exceed <TBD> per year, during the period of performance, including option periods.

G.12 BILLING RATES

The rates that are set-forth in the contract shall apply to work performed under this contract.

1. The provisional labor and indirect rates negotiated under this contract for billing purposes shall remain in effect until revised rates have been approved in writing by the Contracting Officer. The labor rates are fixed for all contract year periods, however, at any time, the contractor may submit a proposal reducing the fixed labor rates and mark-up percentages at any time during the life of this contract. The Government will review these proposals and determine if the revised rates are realistic and in the best interest of the Government.
2. At the request of either the contractor or the Government, the contractor may, throughout the life of the contract propose additional labor categories, rates and descriptions in addition to the labor categories, rates and descriptions that are proposed that the contractor believes will be required to support requirements of this contract. These additional categories, rates and descriptions will be negotiated on a case-by-case basis.

G.13 TRAVEL AND PER DIEM

Travel will be reimbursed in accordance with the Federal Acquisition Regulation (FAR), and the current Federal Travel Regulations (FTR) which promulgated at 41 CFR, Chapters 300 to 304 and viewable at www.gsa.gov/federaltravelregulation. The FTR implements statutory requirements and Executive branch policies for travel by federal civilian employees and others authorized to travel at government expense. The following issues are summarized below to ensure a through and consistent understanding:

Travel reimbursed under this contract shall be based on the most economical form of transportation available only. Any costs deemed unreasonable will be reduced to a reasonable amount. Improper costs will be disallowed and deducted from the invoice. Any exceptions shall

be fully justified and documented with the invoice. All travel shall be scheduled sufficiently in advance to take advantage of available discount rates.

Reimbursable expenses are addressed at FTR §301-12

(<http://www.gsa.gov/Portal/gsa/ep/channelView.do?pageTypeId=8199&channelId=-16524&specialContentType=FTR&file=FTR/Chapter301p012.html#wp1090584>).

Information on current Federal Travel Regulations and current per diem rates may be obtained at: http://www.gsa.gov/Portal/gsa/ep/contentView.do?programId=9704&channelId=-15943&oid=16365&contentId=17943&pageTypeId=8203&contentType=GSA_BASIC&programPage=%2Fep%2Fprogram%2FgsaBasic.jsp&P=MTT

The Contractor shall attempt to meet or exceed GSA Room Rates,

http://www.gsa.gov/Portal/gsa/ep/contentView.do?P=MTT&contentId=17943&contentType=GSA_BASIC as well as obtaining an exemption from state and/or local room taxes

http://www.gsa.gov/Portal/gsa/ep/contentView.do?P=MTT&contentId=16366&contentType=GSA_OVERVIEW

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 FAR Clause 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

H.2 FAR Clause 52.224-2 PRIVACY ACT (APR 1984)

(a) The Contractor agrees to—

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies—

(i) The systems of records; and

(ii) The design, development, or operation work that the contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this paragraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.

(c)(1) “Operation of a system of records,” as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) “Record,” as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person’s name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) “System of records on individuals,” as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

H.3 NON-PERSONAL SERVICES CONTRACT

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

- (1) Shall perform the services specified herein as independent contractors, not as employees of the Government.
- (2) Shall be responsible for their own management and administration of the work required, and bear sole responsibility for complying with any and all technical, schedule, or financial requirements or constraints attendant to the performance of this contract.
- (3) Shall be free from any direct or indirect supervision or control by any Government employee with respect to the manner or method of performance of the services specified;
- (4) Shall, pursuant to the government rights under contract clauses such as “Inspection,” and “Key Personnel” comply with such general direction of authorized Government employees as is necessary and appropriate to ensure accomplishment of the contract requirements and objectives.

H.4 ACCESS TO SENSITIVE INFORMATION BY CONTRACTOR EMPLOYEES

- (1) Work under this contract may involve access to sensitive information,¹ which shall not be disclosed by the contractor unless authorized by the Contracting Officer. To protect sensitive information, the contractor shall provide training to any contractor employee authorized to access sensitive information and, upon request of the Government, provide information as to an individual's suitability to have such authorization. Contractor employees found by the Government to be unsuitable or whose employment is deemed contrary to the public interest or inconsistent with the best interest of national security may be prevented from performing work under the particular contract when requested by the Contracting Officer.
- (2) The contractor shall ensure that contractor employees are: (1) citizens of the United States of America or an alien who has been lawfully admitted for permanent residence or employment (indicated by immigration status) as evidenced by Immigration and Naturalization Service documentation; and (2) have background investigations in accordance with DOT Order 1630.2B, Personnel Security Management.
- (3) The Contractor’s employees may be required to sign a Confidentiality Statement.
- (4) The contractor shall include the above requirements in any subcontract awarded involving access to Government facilities, sensitive information, and/or resources.

¹ Sensitive Information is proprietary data or other information that, if subject to unauthorized access, modification, loss or misuse could adversely affect national interest, conduct of Federal programs, or privacy of individuals specified in the Privacy Act, but has not been specifically authorized to be kept secret in the interest of national defense or foreign policy under an Executive Order or Act of Congress.

H.5 TAR 1252.239-70 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (MAY 2005)

- (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.

H.6 DISSEMINATION OF CONTRACT INFORMATION

The Contractor shall not publish, permit to be published, or distribute information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of the Contracting Officer. The COTR and the Contracting Officer shall be afforded the opportunity to review all Contractor communications and/or correspondence with the media regarding this effort at least 78 hours prior to public release. Two (2) copies of any material proposed to be published or distributed shall be submitted to the Contracting Officer, and one (1) copy to the COTR.

H.7 PROTECTION OF INFORMATION AND LIMITATION OF FUTURE CONTRACTING

- (1) It is anticipated that in performance of this contract, the Contractor may require access to, or receipt of, information and data relating to FHWA's plans, programs, technical requirements, and budgetary matters, and such other information, the disclosure of which may give competitive advantage to recipients or would be adverse to the interests of the Government.
- (2) The Contractor shall not disclose such information acquired to anyone, other than those Contractor, subcontractor, or consultant personnel performing work under this contract, without the prior written consent of the Contracting Officer, until such time as the Government may have authorized the release of such information and data to the public.

- (3) To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure and agrees not to use it to compete against such companies.
- (4) FHWA will not unilaterally disclose to the Contractor any proprietary information furnished by domestic or foreign participants in FHWA's programs. If the Contractor requires access to such information in performance of this contract, an agreement concerning release and restrictions on the use of such data must be sought by the Contractor with the source of the data.
- (5) It is required by the parties of this contract that the Contractor will be restricted in its future contracting with the Government, for any service or product which may encompass information acquired under the items above that is not publicly available and could give a competitive advantage to the Contractor or would be adverse to the interests of the Government. Accordingly, the Contractor shall be ineligible to perform as a prime contractor, subcontractor or consultant, or in any capacity to any supplier under an ensuring Government contract. Any questions on this matter shall be immediately addressed to the Contracting Officer.
- (6) These restrictions do not limit the Contractor's right to use and disclose any information and data obtained from another source without restriction.
- (7) The Contractor agrees to train its employees who will have access to such sensitive information in all necessary security procedures and require them to sign non-disclosure statements and certificates attesting to their understanding of the requirements for safeguarding such information.
- (8) In the event that the Contractor fails to comply with this provision of the contract, the Government may terminate the contract for default.
- (9) The Contractor shall include this provision, including this paragraph, in all subcontracts and consultant agreements for performance of work under this contract unless excused in writing by the Contracting Officer.

H.8 POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE

Contractor Performance Evaluations: Interim and final evaluations of contractor performance will be prepared on this contract in accordance with FAR 42.15. The final performance evaluations will be prepared as soon as possible after completion of all required work.

Interim and final evaluations will be provided to the contractor as soon as practicable after completion of the evaluation. The contractor may elect to review the evaluation and submit additional information or a rebuttal statement within thirty days. Any contractor response is voluntary. Any disagreement between the parties regarding an evaluation will be referred to an individual one level above the Contracting Officer, whose decision is final.

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.

Electronic Access to Contractor Performance Evaluations: The U.S. Department of Transportation utilizes the National Institutes of Health (NIH) Contractor Performance System (CPS) to record and maintain interim and final past performance information.

Contractors that have Internet capability may access evaluations through a secure Web site for review and comment by completing the registration form that can be obtained at the following URL: <https://cpscontractor.nih.gov/>.

The registration process requires the contractor to identify an individual that will serve as a primary contact and who will be authorized access to the evaluation for review and comment. In addition, the contractor will be required to identify a secondary contact who will be responsible for notifying the cognizant contracting official in the event the primary contact is unavailable to process the evaluation within the required 30-day time period. Once the contractor is registered and a performance evaluation has been prepared and is ready for comment, the CPS will send an email to the contractor representative notifying that individual that a performance evaluation is electronically available for review and comment.

PART II

SECTION I - CONTRACT CLAUSES

I.1. 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. <Note: **52.215-17** will be included in a resultant contract if applicable>

FAR Clause 52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)

The Contractor did not include facilities capital cost of money as a proposed cost of this contract. Therefore it is an unallowable cost under this contract.

I.3 FAR Clause 52.219-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

- (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
- (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall –

- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
- (2) Provide the ACO or designated representative ready access to the records upon request;
- (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
- (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each contractor ownership change.

- (c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

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

- (a) The use of overtime is authorized under this contract if the overtime premium does not exceed zero dollars (\$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 multishift operations or by employing additional personnel.

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 Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses: <http://www.arnet.gov/far/> (the Official General Services Administration (GSA) Site of the

Federal Acquisition Regulations (FAR)); <http://www.dot.gov/ost/m60/tamtar/tar.htm> (the Official DOT Site of the Transportation Acquisition Regulations (TAR)).

Federal Acquisition Regulations (48 CFR Chapter 1)

52.202-1	Definitions (JUL 2004)
52.203-3	Gratuities (APR 1984)
52.203-5	Covenant Against Contingent Fees (APR 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government (SEP 2006)
52.203-7	Anti-Kickback Procedures (JUL 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. (JAN 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (SEP 2005)
52.204-4	Printed or Copied Double-Sided on Recycled Paper (AUG 2000)
52.204-7	Central Contractor Registration (JULY 2006)
52.204-9	Personal Identity Verification of Contractor Personnel (NOV 2006)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment (SEP 2006)
52.211-5	Material Requirements (SEP 2006)
52.215-2	Audit and Records -- Negotiation (JUN 1999)
52.215-8	Order of Precedence - Uniform Contract Format (OCT 1997)
52.215-11	Price Reduction for Defective Cost or Pricing Data – Modifications. (OCT 1997)
52.215-13	Subcontractor Cost or Pricing Data - Modifications (OCT 1997)
52.215-14	Integrity of Unit Prices (OCT 1997)
52.215-15	Pension Adjustments and Asset Reversions (OCT 2004)
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (JUL 2005)
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data -- Modifications (OCT 1997)
52.216-7	Allowable Cost and Payment (DEC 2002)
52.216-8	Fixed Fee (MAR 1997) (<i>as applicable</i>)
52.216-11	Cost Contract - No Fee (APR 1984) (<i>as applicable</i>)
52.219-4	Notice of Price Evaluation Preference for Hubzone Small Business Concerns (JUL 2005)
52.219-8	Utilization of Small Business Concerns (MAY 2004)
52.219-9	Small Business Subcontracting Plan (SEP 2006)
52.219-14	Limitations on Subcontracting (DEC 1996)
52.219-16	Liquidated Damages-Subcontracting Plan (JAN 1999)
52.222-1	Notice to the Government of Labor Disputes (FEB 1997)
52.222-3	Convict Labor (JUN 2003)
52.222-21	Prohibition of Segregated Facilities (FEB 1999)
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation (FEB 1999)
52.222-25	Affirmative Action Compliance (APR 1984)
52.222-26	Equal Opportunity (APR 2002)
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006)

- 52.222-36 Affirmative Action for Workers with Disabilities (JUN 1998)
- 52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006)
- 52.222-38 Compliance with Veterans' Employment Reporting Requirements (DEC 2001)
- 52.223-3 Hazardous Material Identification and Material Safety Data (JAN 1997) -- Alternate I (JUN 1995)
- 52.223-5 Pollution Prevention and Right-to-Know Information (AUG 2003)
- 52.223-6 Drug-Free Workplace (MAY 2001)
- 52.223-10 Waste Reduction Program (AUG 2000)
- 52.223-14 Toxic Chemical Release Reporting (AUG 2003)
- 52.225-1 Buy American Act - Supplies. (JUN 2003)
- 52.225-13 Restrictions on Certain Foreign Purchases (FEB 2006)
- 52.226-1 Utilization of Indian Organizations and Indian-Owned Economic Enterprises (JUN 2000)
- 52.227-1 Authorization and Consent (JUL 1995)
- 52.227-2 Notices and Assistance Regarding Patent and Copyright Infringement (AUG 1996)
- 52.227-3 Patent Indemnity (APR 1984)
- 52.227-14 Rights in Data -- General (JUN 1987)
- 52.228-7 Insurance - Liability to Third Persons (MAR 1996)
- 52.230-2 Cost Accounting Standards (APR 1998)
- 52.230-3 Disclosure and Consistency of Cost Accounting Practices (APR 1998)
- 52.230-6 Administration of Cost Accounting Standards (MAY 2005)
- 52.232-9 Limitation on Withholding of Payments (APR 1984)
- 52.232-16 Progress Payments (APR 2003)
- 52.232-17 Interest (JUN 1996)
- 52.232-18 Availability of Funds (APR 1984)
- 52.232-20 Limitation of Cost (APR 1984)
- 52.232-22 Limitation of Funds (APR 1984)
- 52.232-23 Assignment of Claims (JAN 1986)
- 52.232-25 Prompt Payment (OCT 2003)
- 52.232-33 Payment by Electronic Funds Transfer - Central Contractor Registration (OCT 2003)
- 52.233-1 Disputes (JUL 2002)
- 52.233-3 Protest after Award (AUG 1996) - Alternative I (JUN 1985)
- 52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)
- 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984)
- 52.237-3 Continuity of Services (JAN 1991)
- 52.239-1 Privacy or Security Safeguards (AUG 1996)
- 52.242-1 Notice of Intent to Disallow Costs (APR 1984)
- 52.242-3 Penalties for Unallowable Costs (MAY 2001)
- 52.242-4 Certification of Final Indirect Costs (JAN 1997)
- 52.242-13 Bankruptcy (JUL 1995)
- 52.243-2 Changes - Cost-Reimbursement (AUG 1987) – Alternate II (APR 1984)
- 52.244-2 Subcontracts (AUG 1998)
- 52.244-5 Competition in Subcontracting (DEC 1996)
- 52.244-6 Subcontracts for Commercial Items (SEP 2006)

52.245-1	Property Records (APR 1984)
52.245-4	Government-Furnished Property (Short Form) (JUN 2003)
52.245-5	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) (MAY 2004)
52.245-19	Government Property Furnished "As Is" (APR 1984)
52.246-25	Limitation of Liability -- Services (FEB 1997)
52.247-1	Commercial Bill of Lading Notations (FEB 2006)
52.247-34	F.O.B. Destination (NOV 1991)
52.249-6	Termination (Cost-Reimbursement) (MAY 2004)
52.249-14	Excusable Delays (APR 1984)
52.251-1	Government Supply Sources (APR 1984)
52.253-1	Computer Generated Forms (JAN 1991)

10.2 Department of Transportation Acquisition Regulations

1252.223-71	Accident and Fire Reporting (OCT 1994)
1252.223-73	Seal Belt Use Policies and Programs (APR 2005)
1252.237-70	Qualifications of Contractor Employees (APR 2005)
1252.242-71	Contractor Testimony (OCT 1994)
1252.242-72	Dissemination of Contract Information (OCT 1994)
1252.242-73	Contracting officer's Technical Representative (OCT 1994)

52.252-4 ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:

None.

PART III

SECTION J - LIST OF ATTACHMENTS

SOLICITATION ATTACHMENTS – To be released with the Request for Proposals

- A. Proposal Cover Sheets – 2 pages To be released with the Request for Proposals
- B. DOT Form 4220.44, Contract Pricing Summary and Instructions
http://www.fhwa.dot.gov/aaa/frm4220_44.pdf and
<http://www.fhwa.dot.gov/aaa/frminst44.pdf>
- The above to be released with the Request for Proposals
- C. Reserved
- D. Optional Form 17, Offer Label – 1 page To be released with the Request for Proposals
- E. Past Performance Reference Matrix – 1 page To be released with the Request for Proposals
- F. Past Performance Questionnaire – 2 pages To be released with the Request for Proposals
- G. Reserved

CONTRACT ATTACHMENTS

1. Billing Instruction – Cost Reimbursement Contracts – 8 pages [TO BE PROVIDED UPON CONTRACT AWARD]
2. Metrics Chart (reference Section C, Task B-4) To be released with the Request for Proposals

**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER
STATEMENTS OF OFFERORS OR QUOTERS**

K.1 FAR Clause 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS

ANNUAL REPRESENTATIONS AND CERTIFICATIONS
(JAN 2006)

(a)(1) If the clause at 52.204-7, Central Contractor Registration is included in this solicitation, paragraph (b) of this provision applies.

(2) the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (b) applies.

(ii) Paragraph (b) does not apply and the offeror has completed the individual representations and certifications in the solicitation. The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE#	TITLE	DATE	CHANGE
_____	_____	_____	_____

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

**K.2 FAR Clause 52.230-1 Cost Accounting Standards Notices and Certification.
(JUN 2000)**

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement - Cost Accounting Practices and Certification

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) *Certificate of Concurrent Submission of Disclosure Statement.* The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: *[Name and Address of Cognizant ACO or Federal Official Where Filed:]*

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) *Certificate of Previously Submitted Disclosure Statement.* The offeror

hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: []

Name and Address of Cognizant ACO or Federal Official Where Filed: []

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

[] (3) *Certificate of Monetary Exemption*. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

[] (4) *Certificate of Interim Exemption*. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards - Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

[] The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

yes no

(End of provision)

K.3 FH.3 OTHER COMMUNICATIONS

To facilitate communications, please provide your Telefax (FAX) number, if available.

FAX Number: _____

K.4 FH.4 FEDERAL PROCUREMENT DATA

Each Contractor receiving an award over \$25,000 will be requested to provide the information as set forth below:

(1) DUNS Number: _____
(This number is assigned by Dun and Bradstreet, Inc. If the number is not known, it can be obtained from the local Dun and Bradstreet office.)

(2) Home Office County and Congressional District: _____

(3) Congressional District of the Principal place of performance:

K.5 FH.2 NOTIFICATION OF DEFECTIVE INVOICES

Each Contractor receiving an award will be requested to identify a person or office to be contacted for prompt notification regarding the receipt by the Government of a defective invoice.

Name _____

Title _____

Address _____

City & State _____ Zip Code _____

Area Code _____ Telephone No. _____

Telex No. _____ TWX _____

TO BE COMPLETED BY OFFEROR

NAME: _____ DATE: _____

BY: _____
(Signature) (Title)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

FAR Clause 52.215-3 Request for Information or Solicitation for Planning Purposes. (OCT 1997)

(a) The Government does not intend to award a contract on the basis of this solicitation or to otherwise pay for the information solicited except as an allowable cost under other contracts as provided in subsection 31.205-18, Bid and proposal costs, of the Federal Acquisition Regulation.

(b) Although proposal and offeror are used in this Request for Information, your response will be treated as information only. It shall not be used as a proposal.

(c) This solicitation is issued for the purpose of: obtaining questions and comments on the draft RFP. Submit your questions/comments to melissa.rosendorf@dot.gov and rick.murray@dot.gov by 4:00 PM on Friday, September 7, 2007

(End of provision)

*******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 www.ccr.gov <<http://www.ccr.gov/>> or <<http://www.ccr.gov/index.cfm>>.

L.1 IMPORTANT DELIVERY INFORMATION

1. Please show the RFP number and closing date on the forwarding envelope as follows:

Proposal in response to RFP DTFH61-08-R-00001
To Be Opened By Authorized Government Acquisition Personnel Only

OR

Use Optional Form 17, Offer Label (see Section J, Attachment D)

2. Please note that the FHWA has moved to a new location, and proposals shall be addressed as follows:

Federal Highway Administration
Office of Acquisition Management
Mail Code: HAAM-30E, Room W36-481
Attn: Melissa Rosendorf
1200 New Jersey Avenue, SE
Washington, DC 20590

NOTE: Security procedures prohibit non-uniformed couriers from delivering material directly to offices in the new DOT building. Only uniformed couriers from FedEx and the United Parcel Service, who are dressed in a uniform bearing their organization's name and possessing official identification, may deliver proposals or sealed bids directly to the Office of Acquisition Management. Other couriers and individuals must deliver material to the mail room/visitor's center at the new building's main entrance at 1200 New Jersey Avenue, SE. The guard will accept the material, dismiss the courier, and then the material will be examined and x-rayed prior to being delivered to the Office of Acquisition Management through the normal building mail delivery procedures, which could add one or more working days. Alternatively, offerors may ask the guard to call the Acquisition Office (x. 64232) to have someone come down and accept the material once it has been examined; while we will do our best to accommodate such requests, FHWA is not responsible if someone is not immediately available to pick up your proposal. Offerors must make allowances for these procedures in order to assure that offers arrive on time. **Bids/offers must be received by the Office of Acquisition Management by the time and date due, to be considered timely, not just delivered to the mail room/visitor's center.** To assist in expediting delivery, the outside of the envelope/package containing the offer must be marked as described in #1 above.

Further, please be advised that all of our mail (items handled by the U.S. Postal Service) is sent out of town for scanning and irradiation prior to delivery to the building. This process can add several days to your mailing time, even from local addresses.

Please keep these factors in mind as you determine the best means to deliver your proposal so as to ensure delivery in the Office of Acquisition Management by no later than the date and time listed on page 1 of this Request for Proposals in block #9.

L.2 QUESTIONS

Questions regarding this solicitation must be submitted in writing sufficiently in advance of the deadline for receipt of offers to allow research and dissemination of the answers in a timely manner. Send questions via e-mail only to: Melissa.Rosendorf@fhwa.dot.gov or alternately Rick.Murray@fhwa.dot.gov, or by facsimile to (202) 366-3705. Please show the RFP number in the subject line. **It is recommended that prospective Offerors call the POC the next business day after question transmittal to ensure/verify receipt.**

L.3 ELECTRONIC DISSEMINATION OF RFP DOCUMENTS:

This RFP and its forms and attachments are being transmitted electronically. Offerors are reminded that if you download copies of this or any other solicitation you will NOT automatically receive amendments to those solicitations. It is your responsibility to check back

frequently to the download source to see if any amendments or notices have been issued. All amendments will be posted to, and are downloadable from, the FedBizOpps website. (<http://www.fedbizopps.gov>)

L.4 NOTE: Facsimile or email proposals will not be considered for this solicitation.

L.5 NOTE: As prescribed by FAR 52.215-1(f)(4), the Government intends to evaluate proposals and award a contract on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Offeror's best terms from a price and technical standpoint.

L.6 PROTECTING PROPOSAL INFORMATION

Your attention is directed to the FAR provision 52.215-1(e) for a discussion on marking and protecting proposal information. Offerors wishing to protect the data in its proposal should put the following notice on the title page of each copy of its proposal:

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

Mark each sheet of data you wish to protect with the following legend:

“Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.”

L.7 The North American Industry Classification System (NAICS) code for this requirement is 541611.

The small business size standard is \$6.0 million in annual receipts.

Section 1.01 L.8 SMALL BUSINESS SET-ASIDE

This requirement is **NOT** set-aside for small business.

L.9 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of either a cost plus fixed fee or cost reimbursement (no fee) contract resulting from the solicitation.

L.10 INSTRUCTIONS FOR THE SUBMISSION OF PROPOSAL INFORMATION

Responses submitted for this request for proposals (RFP) must adhere to the format and content instructions set forth below. These instructions have been specifically tailored to the process and the evaluation criteria to be applied during proposal evaluation. Failure to submit any of the information requested by this RFP may be cause for unfavorable consideration. Any

inconsistencies between the various sections of an Offeror's response must be fully explained. A significant inconsistency, if unexplained, may raise a fundamental question of the Offeror's understanding of the work required, and ability to perform the contract.

The Offeror's response should demonstrate their understanding of this procurement and capability for performance in a concise, logical manner and should not contain superfluous material, which is not directly related to this procurement.

This request for proposals is written in the Uniform Contract Format described in Federal Acquisition Regulation (FAR) Section 15.204-1. Offerors are encouraged to familiarize themselves with the Uniform Contract Format. This will facilitate their understanding of the terms and conditions of this solicitation, the instructions that follow, and the source selection process.

The Government advises prospective Offerors to read the terms and conditions of the model contract carefully and to refer any questions of interpretation to the Contracting Officer by email sufficiently **before** the deadline for the receipt of proposals, to allow for research and dissemination of answers in a timely manner. Refer to **L.2 Questions**. It is advised that Offerors follow-up on all questions submitted to ensure receipt of questions by the Government.

The Government will process late submissions of proposals in accordance with FAR 52.215-1. If a proposal is received late and is not eligible for consideration, then the Government will reject that proposal without evaluation.

Proposal Process – Phase I

- A. **Introduction** Each Offeror must submit 8 sets (*a clearly marked original plus 7 clearly marked copies*) in three-ring loose-leaf binders, with each Part and Section of information under a separate tab divider and each page numbered. In addition, with your original proposal include an electronic copy (on a compact disk (CD) in Microsoft Office 2000 or equivalent formats) as indicated below, of the following information in response to this request for proposals in strict accordance with the below instructions.

Proposal Cover Sheets (See Section J, Attachment A, pages 1 & 2) -- Use multiple Team Summary pages (page 2) as needed as long as the name of the Prime and the notation "(continued)" is clearly marked on the top of the continuation pages.

Cover Letter/Executive Summary (Not to exceed 2 pages) – Provide a brief summary of the Offeror's capability in regards to this specific solicitation, within the page limitation. This will be used for orientation and will not be scored in the technical evaluation.

- Part I.** **Offer:** (Page limitation listed in Section B below) Provide selected model contract Sections A through K (see paragraph B below for more information) (also provide the information for Sections B through D, except for the information required in C.2 below, in electronic format);

- Part II.** **Technical/Staffing:** (Page limitation listed in Section C below)

Section A. Provide written information outlining the Offeror's experience and staff capability to perform the prospective contract (see Subsection C below), provide resumes of key personnel;

Section B. Describe organization/team staffing, capabilities including depth and breadth of skills, experience and personnel

NOTE: Additional information in the form of an 'Oral Presentation' may be requested by FHWA in order to demonstrate the Offeror's approach and management capability to perform the prospective contract (see paragraph E, below);

Part III. **Cost/Price:** Written information supporting the Offeror's proposed costs/prices (also provide this information in electronic format as directed in Section D), and financial/organizational information.

Proposal Cover Sheets, Cover Letter/Executive Summary, Parts I and II may be placed in the same binder. Part III shall be in a separate binder. Proposals shall be submitted on 8.5 by 11 inch paper, except for foldouts used for charts, tables, appendices or diagrams, which shall not exceed 11 by 17 inches. A page is defined as one side of a piece of paper. A piece of paper with printing on both sides is considered 2 pages. Margins (excluding headers and footers) shall be no less than 1 inch each on both sides, top and bottom of the page. Regular text print type shall not be less than 10 points or more than 12 character per inch, and shall not exceed 6 lines to the vertical inch. **Pages exceeding the page limitation will not be read or evaluated.**

In evaluating proposals, the FHWA may take into account any failure to conform to the instructions and rules of SECTION L or any attempt to evade these specifications and rules on the basis of technicalities, as indicators of future performance.

If an Offeror does not understand these instructions, they must submit their questions(s) to the Contracting Officer for clarification sufficiently in advance of the deadline for the receipt of offers to get an answer in time to meet that deadline.

B. Offer (Part I). The Offeror must show in writing that they agree to all the terms and conditions of the model contract of this solicitation, which consists of RFP sections A through K, including all documents, exhibits, and other attachments that are incorporated therein by reference and made a part thereof or provide an explanation for any exceptions. Part I shall include only the following:

1. RFP Section A, Standard Form (SF) 33, "SOLICITATION, OFFER, AND AWARD," blocks 12 through 18;
2. RFP Section B, SUPPLIES OR SERVICES AND PRICES/COSTS," with the Offeror's insertions of its proposed prices in the appropriate blank spaces for each period on which the Offeror is making a proposal. (Offeror should read solicitation provision FAR 52.215-1, as well as the other terms and conditions of

this solicitation for information about the rules and procedures for offer and acceptance in this procurement);

3. RFP Section G, “KEY PERSONNEL,” with the Offeror’s insertions of its proposed key personnel (be they prime or subcontractor personnel) in the appropriate space;
4. RFP Section K, “REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS” – fill in blanks as appropriate and include in your proposal.
5. Statement: Briefly (**not to exceed 1 page**) state your agreement to all the terms and conditions of the model contract of this solicitation, which consists of RFP Sections A through K, including all documents, exhibits, and other attachments that are incorporated therein by reference and made a part thereof.

Note: The only page limitations associated with Part I, Offer, is for Item 5.

Note: Offerors should not reproduce the entire contents of RFP Sections B through K, only the specific pages necessary to include the items identified in Item 1 through 4 above.

The submission of these items in accordance with these instructions will, if the Government accepts the offer, contractually bind the Government and the successful Offeror to the terms and conditions of the model contract (i.e., RFP Sections A through K). If an Offeror intends to make an alternate proposal of terms and conditions that differ from or supplement those contained in the model contract, then the Offeror must state those alternate terms and conditions in a letter attached to the offer. The same representative of the Offeror who signed SF 33, block 17, must sign the letter. The Government warns Offerors that it intends to award this contract without discussions, in accordance with FAR 52.215-1(f)(4). By making an alternate proposal the Offeror may, either intentionally or inadvertently, render its proposal unacceptable, unless the RFP expressly states that the Government will entertain an alternative proposal with regard to a specific term or condition of the request for proposals. In the absence of discussions, the Government will give Offerors no opportunity to modify their proposals to eliminate deficiencies.

- C. Technical/Staffing (Part II) in Two Sections.** For Part II, Section A, the Offeror must prepare and submit the following:

Section A - Technical Capabilities

Describe how you would proceed if awarded the contract, including complete technical and management approach addressing tasks in the SOW, assumptions, proposed resolution of uncertainties, and proposed schedule. Describe how you meet the technical evaluation criteria listed below. Describe capabilities, skills and resources related to each Task, including data gathering and analysis capabilities. Include:

1. A clear discussion of how the Program Manager will manage the other key personnel and staff, and maintain close coordination with the COTR.
2. A discussion of the offeror's relevant experience in the areas identified in Technical Evaluation Criteria in Section M.
3. Demonstrate and show examples of ability to resolve or reasonably address all levels of intern housing complaints, to all parties' satisfaction (intern, Mentor, COTR), within 24 hours of complaint, with the intervention of the COTR.
4. Describe the process for making bi-weekly stipend payments to STIPDG interns and for withholding appropriate payroll taxes and other required deductions – proposals should assume a total stipend of \$4,000 for undergraduate. Describe processes and resources that are in place for resolving payroll issues. Address adequacy of payroll master and stub system.
5. Provide information on proposed housing accommodations and those used in past projects to include cost, location and facilities (cooking/dining/laundry/ public transportation), and safety. Provide examples of resolving issues in less than 24 hours.
6. With reference to the Statement of Work, Section C, Task C-4, Individual And Group Field Trips/Travel/Workshops – Demonstrate ability and provide sample of organizing 2-to-4 field trips touring national transportation projects for intern programs similar to the STIPDG. Proposals must demonstrate the ability to coordinate scheduled/planned seminars, workshops, conferences planned by Mentors, and to develop/provide uniform funding guidelines and procedures for budgeting for seminars and field trips. Proposers should address how they will seek to ensure that all STIPDG interns have equal or similar experiences with respect to their STIPDG internship seminars and field trips. Provide examples of four proposed field trips to include estimated costs for travel and lodging expenses, and examples of five proposed workshops/seminars.
7. With reference to the Statement of Work, Section C, Task C-5, describe, if applicable, any use of in-kind or professional association participation by identifying key partners and stakeholders who are associated with the various tasks in the management of the program; and identifying the type and level of contribution of each partner distinguishing by noting if the contribution is in-kind, funded, experience, resources, etc.

Section B – Staffing Proposal

The Staffing Proposal shall consist of a clear description of the proposed staff's qualifications (See SECTION C) as they relate to the key specified positions and to the performance of this contract. Describe organization/team staffing, capabilities including depth and breadth of skills, experience and personnel. Provide biographical summaries of key personnel including relevant skills and experiences. Provide estimated direct labor hours by labor category for each task.

The Contractor shall provide a minimum of four primary staff, as listed below. The names of these staff will be included in the resultant contract in Section G, under the subsection entitled, “KEY PERSONNEL”:

Overall Program Manager/24-Hour Emergency Contact
Daily Program Coordinator
Travel Coordinator
Housing Coordinator.

Provide a table with the names of all personnel, including the 4 listed above and any other administrative or support staff, and the positions they will occupy as related to this program. The estimated professional and technical staffing shall be provided in staff-hours. The table shall include the names of the four primary staff, contact information, the role they will serve, whether their service will be paid versus in-kind, the total years of experience that have in completing the function sought, education (degree, year, school), with supporting resumes and references for each primary person.

Identification of Daily Program Coordination/Administration: In addition to the above table of information, provide an additional explanation of the Daily Program Coordinator’s experience and skill in providing daily management of intern and Mentor assignment activities. This is a critical role. This is the person who should receive all calls and inquiries from interns and mentors, and who will be the first point of contact for guidance, response to questions, and resolution of problems. The COTR should only become involved if the Daily Program Coordinator is not able to respond to inquiries within 24 hours.

Provide/briefly (not to exceed 10 pages, excluding resumes) discuss:

1. your intentions for providing staff other than key personnel identifying the education and experience qualifications for each labor category being proposed and not identified as key personnel;
2. matrix outlining staff resources by task area and their availability with respect to overall time commitment for all other projects;
3. your organization/team staffing capabilities to include depth and breadth of skills, experience and personnel.

Provide resumes for the four Key Personnel categories, at a minimum. The resumes shall clearly identify and describe the individual’s education, experience and length of service with the company as it relates to the performance of this contract and the desired qualifications identified for that individual’s Labor Category.

Provide evidence that all proposed personnel are available and committed to fulfill the requirements of this contract. Provide letters of commitment for new hires. (See Section

C for the minimum required staffing qualification). Resumes shall include references with current telephone numbers. The FHWA may contact references on previous contracts to obtain information regarding experience/performance of these individuals. Failure to provide complete or inaccurate information regarding previously similar and/or related contracts may result in eventual disqualification. *The Government may use random sampling from the references provided, and may also use other internal or external information obtained by the Government.*

NOTE: Offerors shall refer to the technical evaluation in Section M in preparing their staffing proposals.

- D. Past Performance (Part III).** Provide a minimum of three Past Performance Questionnaires that have been completed by former clients/customers (See Section J Attachment F). Offerors may also submit, if desired, completed questionnaires for work performed by major (in terms of proposed work quantity -- number of hours, and/or dollars) Subcontractors/Consultants being proposed by the Offeror (as prime contractor).
1. The completed questionnaires must be submitted by current (within the last three years) customers (both commercial and Government) involving similar or related services.
 2. The completed questionnaires shall be from independent sources.
 3. Offerors must submit each completed customer questionnaire in a separate envelope that has been sealed by the customer for confidentiality.
 4. The Government may contact the customer point of contact (POC) for verification. POC telephone and facsimile numbers must be accurate and current.
 5. Failure to provide complete information regarding previous similar and/or related contracts may result in eventual disqualification. The contracting officer will consider such performance information along with other factors in determining whether the Offerors is to be considered responsible, as defined in FAR 9.101. The Offerors is responsible for ensuring the questionnaires are completed in a timely manner and are submitted with its proposal.
 6. List any contract that was terminated for convenience of the Government within the past 3 years, and any contract that was terminated for default within the past 5 years. Briefly explain the circumstances in each instance.
- E. Cost/Price Proposal (Part III). No page limit for this section.** As prescribed by 52.215-1(f)(4), the Government intends to evaluate proposals and award a contract on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Offeror's best terms from a price and technical standpoint.

Adequate price competition is expected to exist, and therefore this action is exempted from the requirement for submission of cost or pricing data. In submitting your proposal, you must include an index, appropriately referenced, of all the pricing data and information accompanying or identified in the proposal.

The exact amount and distribution of work over the period of performance is unknown at this time. Therefore, all offerors are to base their cost proposals on the following assumptions:

1. Use the direct productive staff-hour estimates below
2. Assume that the level of work is constant from year to year for the contract's period of performance, and that the funding identified for travel and other direct costs identified in Section B is equally divided up among each year.

FAR Clause 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997) – ALTERNATE IV (OCT 1997)

- (a) Submission of cost or pricing data is not required.
- (b) Provide information described below:

Offerors shall submit a budget summary for the entire contract period of performance and a separate summary for each year. Budget summaries shall *clearly identify* the following information as applicable:

1. Offerors shall submit their breakdown utilizing the DOT Form (DOTF) 4220.44 (Attachment #B). A spreadsheet formatted similarly to attachment #B may be substituted for that form.

Submit your price information as follows:

- A. A completed summary DOTF 4220.44 (Attachment #B) summarizing the entire period of performance.
 - B. A completed DOTF 4220.44 (Attachment #B) for each year.
 - C. A completed Labor Rates Matrix (Attachment #H) for each year.
 - D. Also provide Items 1a and 1b above in electronic format (Microsoft Excel 2000 or equivalent format). All values should be entered into the spreadsheets to at least 4 decimal places (when appropriate), but printed to 2 decimal places.
2. Below is the Government's Estimate of Staffing in Person-Hours believed to be necessary for the successful completion of this contract over the entire contract period of performance. Staff-months are defined in Section F. The Offeror shall propose staffing distribution (hours and disciplines) based on the below estimates that would

satisfy FHWA requirements, as stated in the SOW and describe their staffing distribution rationale. The below estimates are for 1 year. Offerors shall propose to a total of 5 years. **Offerors must relate their proposed labor categories and levels to the Government labor disciplines (refer to Attachment #4) and levels described below.**

Level of Effort in Staff Hours per Year	
Title	# of Staff Months
Overall Program Manager	12
Daily Program Coordinator	12
Administrative Support (Senior)	6
Administrative Support (Junior)	6
Interns (100 x 2.3 months)	230

The listing of disciplines and/or expertise in Section G, Key Personnel, and referenced in Professional Staffing, are believed to be necessary for successful completion of this project (there is no preference implied by the order in which these disciplines appear).

In delineating all estimated costs (labor, indirect costs, other direct costs, housing, stipends, and travel), all offerors are requested to use the projected numbers:

- A. Assume 100 STIPDG interns in the program.
 - B. Assume 33 STIPDG interns at the undergraduate level at \$4,000 for each intern stipend.
 - C. Assume 50 graduate and 17 law interns STIPDG intern at \$5,000 for each intern stipend.
 - D. Assume housing up to 40 STIPDG interns located in the Washington, DC, greater metropolitan area;
 - E. Assume housing for 60 STIPDG interns located throughout the United States, excluding Washington, DC.
 - F. Assume total program travel and per diem costs (for STIPDG intern and contractor personnel) NTE \$250,000 per calendar year.
3. Submit with your proposal any information necessary to determine the reasonableness of your cost/price, including, the nature and amount of any contingencies included in the proposed price. At a minimum, briefly address the following areas:
- A. Labor Rates: Indicating the types or categories of labor being proposed together with labor hours for each category, indicating rate of compensation. State the number of any additional direct labor (new hires) that will be required during the performance period of this acquisition.
 - B. Production Hours: Detail how you define 'direct production hours' and how vacation, sick and other types of leave are accrued, accounted for, and charged.

- C. Indirect Rates: Discuss your proposed rates and your ceiling rates for all years. Identify all the various specific indirect rates including what they are (pool and base), and what they are based on (e.g., labor overhead based on direct labor dollars) and how they are applied/calculated. Offerors must provide dollar values as well as percentages. *What will the impact be to your indirect rates if awarded this contract? How will onsite and offsite rates differ?*
- D. Escalation: Include escalation in your labor rates. Discuss your proposed rate as compared to historical experience and include when and how escalation will be calculated/implemented.
- E. Subcontracting/Consultants: If subcontractors and/or individual consultants will be used in carrying out the requirements of this project, the following information concerning the subcontractor shall be furnished:
- (1) Name and address of the subcontractor or consultant.
 - (2) Identify the individuals' name, positions and the portion of work to be conducted by the subcontractor or consultant.
 - (3) Cost/price proposal (with supporting information as necessary).
- NOTE: Prime Contractors/Offerors are responsible for performing a cost/price analysis on all their proposed subcontractors/consultants in accordance with FAR 15.404-3. A cost/price analysis report must accompany each named subcontractor/consultant as defined at FAR 15.404-3(b)(2) and FAR 52.244-2(f)(1).**
- (4) A letter or other statement from each proposed consultant and/or subcontractor indicating that they have been approached on the matter of participation in this project and are willing and able to do so in the terms indicated.
- F. Any Other Direct Costs (ODC): Offerors are to identify any other ODCs they are proposing in addition to the Government directed ODCs in item F above.
4. Other Division: If other divisions, subsidiaries, a parent, or affiliated companies will perform work or furnish materials under this proposed contract, please provide the name and location of such affiliate and your inter-company pricing policy.
 5. Right of Examination: By submitting your proposal, you, if selected for negotiation, grant the Contracting Officer or an authorized representative the right to examine those records, documents, and other supporting data that will permit adequate evaluation of the proposed price. This right may be exercised at any time before award. The Federal Highway Administration may use an independent Contractor for cost and price analyses.

6. General Financial/Organizational Information (Include as Part of your Cost/Price Proposal, Part III): Information regarding the following items shall be furnished in sufficient detail to allow a full and complete business evaluation. If the question indicated is not applicable or the answer is none, it should be so annotated.
- A. What is your fiscal year period? (Give month-to-month dates.)
 - B. Attach a current organizational chart of the company.
 - C. Attach a current financial statement, including a balance sheet and income statement for the last completed fiscal year. Specify whether or not there are sufficient financial resources available to perform the contract without assistance from any outside source. If sufficient resources are not available, indicate the amount of assistance required and the anticipated source (i.e., bank loans, letter or lines of credit, etc.).
 - D. Provide the following (*if available*) for the cognizant Government Contract Administration Office and for the cognizant Government Audit Office (i.e., DCAA): agency name, address, point of contact, and current telephone number.
 - E. Indicate whether your proposed indirect cost rate(s) has been audited and accepted by any Federal Audit agency. If so, provide the agency name, location, point of contact, telephone number, and the date of approval/acceptance.
 - F. Indicate whether your system of control of Government property has been approved by a Government agency. If so, provide the agency name, location, point of contact, telephone number, and the date of approval/acceptance.
 - G. Indicate whether written purchasing procedures exist and whether your purchasing system has been approved by a Government agency? If so, provide the agency name, location, point of contact, telephone number, and the date of approval/acceptance.
 - H. Indicate whether your cost estimating system has been approved by any Government agency. If so, provide the agency name, location, point of contact, telephone number, and the date of approval/acceptance.
 - I. Indicate whether your cost accumulation system has been approved by any Government agency. If so, provide the agency name, location, point of contact, telephone number, and the date of approval/acceptance.
 - J. List all contracts that were terminated for convenience of the Government within the past 3 years, and all contracts that were terminated for default within the past 5 years. Briefly explain the circumstances in each instance.
 - K. Subcontracting Plan. As prescribed by FAR 52.219-9, if the total contract price is expected to exceed \$500,000.00 and the offeror is not a small business, the offeror shall include a statement in its offer relative to subcontracting opportunities under

the proposed contract. The offeror shall state that there will be subcontracting, or that the offeror has determined that all work will be done in-house. If there will be subcontracting opportunities, the offeror shall submit a statement of circumstances supporting this determination. All subcontracting plans and statements supporting the absence of subcontracting opportunities must be acceptable to the Contracting Officer. Failure to submit and negotiate an acceptable subcontracting plan or a statement supporting the absence of subcontracting opportunities shall render the offeror ineligible for award of a contract.

Subcontracting plans must provide breakouts of percentages and dollar values associated with small businesses, small disadvantaged businesses, women-owned businesses, historically black universities, and other minority institutions as compared to the total amount bid for this effort.

NOTE: The FHWA does not have pre-set subcontracting goals. Each proposal is evaluated on a case-by-case basis based upon potential availability of qualified concerns. However, offerors should be aware of subcontracting goals legislated under 15 U.S.C. § 644.(g.) which prescribes goals of 3 percent for Service-Disabled Veteran-Owned Small Business concerns (SDVOSB), 5 percent for Small Disadvantaged Business concerns (SDB), and 5 percent for Women-Owned Small Business concerns (WOSB). The extent to which subcontracting opportunities are available to these concerns, as well as other non-minority-owned small businesses (SB), Historically Black Colleges and Universities (HBCU), and other minority institutions of higher education, will be considered in the ultimate award decision. See Section M, Evaluation Factors for Award.

- E. Initial Evaluation.** After submission of proposals, the Government will evaluate Offerors' proposals and, those found to be technically unacceptable in accordance with Section M criteria, will be eliminated from further consideration. Notwithstanding its intention to award without discussions, the Government reserves the right to conduct discussions if the Contracting Officer determines them to be necessary. If the Government exercises the right to conduct discussions, a competitive range determination will be made.

Proposal Process - Phase II

- F. Oral Presentation.** Offerors still under consideration for award after the evaluation of initial written proposals may be required to make an oral presentation (not-to-exceed 30 minutes plus additional time for a 'pop quiz' and a question and answer session) to the Government's evaluation panel in a conference room setting. The oral presentation (including responses to the questions and answers session and the response to a 'pop quiz' question) may be video or audiotape recorded by the Government to be used during scoring of the technical proposal. A copy of the tape will not be provided to the Offeror. The Offeror may not video or audiotape or otherwise record these events.

1. **Purpose.** The oral presentation is a test to enable the evaluation board to assess each Offeror's relative level of familiarity with and understanding of the work that it

- would perform under the prospective contract. The Offeror's representatives must show by their presentation and by their answers to the Government's questions that they understand the Government's requirements; that they are familiar with the kinds of problems that may develop during performance; and that they are capable of developing practicable and effective solutions to those problems.
2. Schedule. The Government will schedule all oral presentations as close together as possible and will notify each Offeror of their scheduled date, time, and location of presentation. The Offeror must make its oral presentation in accordance with these instructions and any additional instruction that the Contracting Officer may provide. Oral presentations are not subject to the rules for the late submission of proposals. An Offeror's oral presentation may be rescheduled at the sole discretion of the Contracting Officer. The Contracting Officer will tell the Offeror when to start its presentation, keep time, and stop the presentation at the end of the presentation time period whether or not the Offeror has finished.
 3. Participation and Attendance. The Offeror's presenter(s) must be chosen from among the Offeror's proposed Key Personnel and must include the proposed Project Manager. The Offeror may not use a professional speaker or consultant to make its presentation. The Offeror may send no more than 5 representatives to the oral presentation, subject to the Contracting Officer's approval, one of which may be a company officer.
 4. Topics. During the oral presentation, the Offeror shall address their approach and management to perform the prospective contract (refer to Section M evaluation factors). As a minimum, the Offeror shall address the following:
 - (a) Introduction of the presenting personnel and their title/position and their role in this procurement
 - (b) Understanding of the Statement of Work requirements
 - (c) Demonstration of the Offeror's capability to perform the prospective contract
 - (d) How the Offeror will provide the Best Value to the Government
 5. Questions. During the presentation the Government's representatives will not interrupt the Offeror to ask questions (except to request the repetition of inaudible words or statements or the explanation of terms that are unknown to them) or otherwise engage the Offeror in any dialogue.
 6. Questions and Answer Session. After a short break, at the Government's discretion, FHWA will conduct a question and answer session following the oral presentation. This session will be considered as clarifications. The Offeror's representatives must answer the questions posed by the Government's representatives. A representative 'pop quiz' question(s) may be given to the Offeror (prior to the break) to test their capability/response on the subject matter. The same 'pop quiz' question(s) will be

asked of all Offerors making an oral presentation. The time allowed for this session is in addition to the time allotted for the Offeror's oral presentation.

7. Presentation Media. The Offeror is discouraged from developing overly elaborate presentation or presentation materials. The oral presentations location will be wired so that a lap-top presentation can be made. Alternatively, offerors may request an overhead slide projector. The Offeror may not present or distribute any additional documentation (such as manuals, handbooks, guides, etc.) that may or may not have been referenced during the presentation. The Offeror may bring their own notebook computer and projector. The Government will provide an overhead projector and a blank pad of flip chart pages. The overhead slides may be presented in any order and must conform to the following specifications:

- (a) Text slides:
 - Color: optional
 - Font: Times New Roman
 - Heading font size: 44 points
 - Subheading font size: 32 points
 - Number of lines: No more than eight lines (total including headers, footers & text bullets) per slide
 - Line font size: No smaller than 28 points
 - Supplemental notes: none permitted

- (b) Graphic slides
 - Color: optional
 - Heading font size: no smaller than 18 points

The Offeror must submit the original copy plus 6 paper copies of their slides the day of their oral presentation. The Offeror must number the pages of the paper copies. The evaluation board may review the copies of the slides prior to the presentation if the offeror submits them in advance of their presentation. When evaluating the Offeror's oral presentation the Government will consider only those overhead slides that were actually projected and addressed by the Offeror during its presentation. The Contracting Officer will not permit the Offeror to use slides during the question and answer session that were not projected and discussed during the presentation.

8. Discussions. Notwithstanding its intention to award without discussions, if the Government exercises its right to conduct discussion, negotiations and discussions would occur after the oral presentation and the Questions and Answer sessions, and would be clearly identified as such.

G. Other Information.

Federal Information Processing Standards Publication 38 (FIPS PUB) dated February 15, 1997 and FIPS PUB dated August 1979, are incorporated by reference and are available for purchase from:

National Technical Information Service
5235 Port Royal Road
Springfield, VA 22164
Telephone Number -- (703) 487-4650

FAR Clause 55.233-2 SERVICE OF PROTEST (AUG 1996)

- (a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Mr. Frank Waltos, HAAM 10, Room 4404 B, 400 Seventh Street, SW, Washington, DC 20590.
- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

COMMUNICATION PRIOR TO CONTRACT AWARD

Offerors shall direct all communications to the attention of the Contract Specialist or the Contracting Officer cited on the face page of this RFP. Communications with other officials may compromise the competitiveness of this acquisition, and result in cancellation of the solicitation.

NOTICE OF AWARD

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

PAYMENT BY ELECTRONIC FUNDS TRANSFER-CENTRAL CONTRACTOR REGISTRATION

Any contracts resulting from this solicitation will contain FAR 52.232-33, "Payment by Electronic Funds Transfer-Central Contractor Registration." All contractors receiving payments under FHWA contracts, purchase orders, delivery orders, or other contractual vehicles must be registered in the Central Contractor Registration (CCR) database. The CCR is a Department of Defense web-based repository of contractor information. 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.

Interested offerors should read and understand the requirements of FAR 52.232-33. The successful offeror(s) must register in the CCR before submitting any invoices or contract financing instruments to the FHWA and must maintain current, updated information in the CCR throughout the performance period of the contract. Offerors can register in CCR at anytime 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.

FAR Clause 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

<http://www.dot.gov/ost/m60> or <http://www.arnet.gov/far/>.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) SOLICITATION PROVISIONS

- 52.204-6 Data Universal Numbering System (DUNS) Number (OCT 2003)
- 52.215-1 Instructions to Offerors – Competitive Acquisition (JAN 2004)
- 52.215-16 Facilities Capital Cost of Money (OCT 1997)
- 52.222-24 Preaward On-Site Equal Opportunity Compliance Review (APR 1984)
- 52.222-46 Evaluation of Compensation for Professional Employees (FEB 1993)

DEPARTMENT OF TRANSPORTATION ACQUISITION REGULATIONS (48 CFR CHAPTER 12) SOLICITATION PROVISIONS

None.

52.252-2 ALTERATIONS IN SOLICITATION (APR 1984)

None.

SECTION M – EVALUATION FACTORS FOR AWARD

INTRODUCTION

Qualifying proposals will be carefully evaluated on the following technical criteria based on the demonstrated capabilities of the prospective contractor in relation to the requirement of the contract. Each proposal must document the feasibility of its plan to successfully achieve the objectives of the contract. Offerors must submit information sufficient to permit a comprehensive evaluation of their proposals based on the detailed criteria listed below.

General. The Government will award contracts to acceptable Offerors who are the best overall value, basing its source selection decisions on three factors -- Technical, Business, and Cost/Price -- among the competing offerors.

1. The Government may reject any or all proposals if such action is in the Government's best interest.
2. The Government may waive informalities and minor irregularities in proposals received.
3. The Government intends to make awards without discussions in accordance with FAR 52.215-1(f)(4). In the event the Government does not make awards based on initial proposals, the Government intends to evaluate proposals and make awards after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.
4. Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
5. A cost realism analysis may be performed, and cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
6. Written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

PROPOSAL EVALUATION

The Government's source selection decision will be based on the following three factors listed in descending order of importance - (A) Technical, (B) Business, and (C) Cost:

A. Technical Evaluation Criteria:

1. **Approach to and Understanding of the requirements of the Statement of Work:**
Proposals will be evaluated and prospective contractor selected based on the following criteria, which are listed in descending order of importance:
 - a. Ability to independently manage the STIPDG program, as demonstrated by proposed approach and organizational experience, qualifications and experience of proposed personnel/staff, and availability of technical resources.
 - b. Ability to coordinate, interact with and disseminate information to many parties (STIPDG interns, Mentors, colleges, etc.), as demonstrated by proposed approach and relevant organizational experience.
 - c. Proposed approach to and experience in arranging and providing safe and accessible housing for STIPDG interns in the DC area and FHWA field offices.
 - d. Proposed approach to and experience in planning, coordinating, and implementing field trips, workshops and seminars.
2. **Experience.** The Government will evaluate each Offeror's experience on the basis of the relevance of that experience to the work to be performed under the prospective contract and on its depth and breadth.
3. **Qualifications of Key Personnel/Professional Staff.** The Government will evaluate the qualifications of the Offeror's proposed Key Personnel and Professional Staff on the basis of the relevancy and relative depth and breadth of their experience and on their reputation for competence, cooperativeness, and effectiveness.

B. Business Evaluation Criteria: Business factors to be considered, but not scored:

- (1) **Past Performance.** The Government will evaluate the merits of each Offeror's past performance (on all contracts, not just those provided in their proposal) on the basis of its reputation with its former customers and others for the following: adhering to the terms and conditions of its contracts, including the technical, business, and administrative aspects of performance; demonstrating a commitment to customer satisfaction; pursuing excellence in all aspects of its business; and successful financial performance to include: contractor's commitment to customer satisfaction, cooperative/reasonable businesslike behavior with own staff and customers, effective management, responsiveness to contract requirements, operates with honesty and integrity, prompt notification of problems, flexible and proactive qualities, effective contractor-recommended solutions, and effective subcontracting and teaming arrangements.
- (2) **Subcontracting.** A considerable portion of this requirement may be subcontracted to others by the prime contractor. Public Law (Pub.L.) 95-507 and Executive Order (E.O.) 12928, establish a preference for subcontracting with small Disadvantaged Business Enterprise firms (DBE), small Women-owned

Business Enterprise firms (WBE), and Minority Institutions (MI) comprised of American Indian Institutions of Higher Learning. In keeping with the spirit and intent of Pub.L. 95-507 and E.O. 12928, when subcontracting is proposed, proportionally greater consideration will be given to those offers that maximize the subcontracted effort to DBE's, WBE's, and MI's, as reflected in the proposed subcontracting plan.

- C. **Cost/Price:** The Government will evaluate the proposed cost/price for relative reasonableness and realism to determine the Contractor's understanding of the work. The proposed costs may be adjusted for the purpose of evaluation, based upon the results of the cost realism assessment.

Basis for Award. The Government will accept the offerors that are considered the best value and most advantageous to the Government. Of the three evaluation factors, Technical, Business and Cost, **Technical** is more important than Business, and Business is more important than Cost. Cost, however, is an important consideration in award. As the ratings of competing Offerors approach being essentially equivalent in any of the three areas, the remaining areas will become more important in the selection decision.

FAR Clause 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).