

**REQUEST FOR PROPOSALS FOR
NATIONAL SUMMER TRANSPORTATION INSTITUTE PROGRAM**

ISSUING OFFICE

**PENNSYLVANIA DEPARTMENT OF TRANSPORTATION
BUREAU OF OFFICE SERVICES
COMMONWEALTH KEYSTONE BUILDING
400 NORTH STREET, 5th FLOOR
HARRISBURG, PENNSYLVANIA 17120-0041**

RFP NUMBER

RFP# 3517R07

DATE OF ISSUANCE

NOVEMBER 21, 2017

**REQUEST FOR PROPOSALS FOR
3517R07 NATIONAL SUMMER TRANSPORTATION INSTITUTE PROGRAM**

TABLE OF CONTENTS

CALENDAR OF EVENTS	v
Part I - GENERAL INFORMATION	1
Part II - CRITERIA FOR SELECTION	11
Part III - TECHNICAL SUBMITTAL	15
Part IV - COST SUBMITTAL	25
Part V - DISADVANTAGED BUSINESS ENTERPRISE SUBMITTAL	29
Part VI – STANDARD CONTRACT TERMS AND CONDITIONS	30

APPENDICES

APPENDIX A	PROPOSAL COVER SHEET
APPENDIX B	DOMESTIC WORKFORCE UTILIZATION CERTIFICATION
APPENDIX C	TRADE SECRET CONFIDENTIAL PROPRIETARY INFORMATION NOTICE FORM
APPENDIX D	COST SUBMITTAL
APPENDIX E	LOBBYING CERIFICATION FORM
APPENDIX F	DISCLOSURE OF LOBBYING ACTIVITIES
APPENDIX G	DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS
APPENDIX H	FEDERAL NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY CLAUSES
APPENDIX I	FEDERAL AUDIT CLAUSE
APPENDIX J	SAMPLE CONTRACT
APPENDIX K	TABLE A - STAFFING REQUIREMENTS
APPENDIX L	TABLE B - PROGRAM COST
APPENDIX M	TABLE C – INTER-MODAL ADVISORY COMMITTEE
APPENDIX N	TABLE D – PARTNERS/SPONSORS
APPENDIX O	TABLE E – IMPLEMENTATION PLAN
APPENDIX P	ENHANCED MINIMUM WAGE PROVISIONS
APPENDIX Q	SAMPLE DOCUMENTATION (Q1-Q13) Q1 - STATEMENT OF WORK APPLICATION Q2 - PROGRAM APPLICATION AND RECRUITMENT NOTICE Q3 - NOTIFICATION LETTER Q4 - EMPLOYMENT AGREEMENT Q5 - RELEASE FORM, PERMISSION TO TAPE AND PHOTOGRAPH Q6 - SAMPLE ORIENTATION MEETING AGENDA

Q7 - INCIDENT REPORT
Q8 - SAMPLE CLOSING PROGRAM
Q9 - CERTIFICATE OF HEALTH AND INSURANCE COVERAGE
Q10-RELEASE FORM, PERMISSION TO COLLECT AND USE
DATA
Q11-REQUIRED PERSONAL ITEMS AND DRESS CODE
Q12-STEM CURRICULUM TOPICS
Q13-SAMPLE JOB DESCRIPTIONS

APPENDIX R OS-501 CONFIRMATION OF SERVICES FORM

CALENDAR OF EVENTS

The Commonwealth will make every effort to adhere to the following schedule:

Activity	Responsibility	Date
Deadline to submit Questions via email to PDRFPQuestions@pa.gov .	Potential Offerors	01/03/18
Optional Pre-proposal Conference: Pennsylvania Department of Transportation Keystone Building 400 North Street, 5 th Floor, Bid Room Harrisburg, PA 17120-0041	Issuing Office/Potential Offerors	01/08/18 1:30 PM
Answers to Potential Offeror questions posted to the DGS website at http://www.emarketplace.state.pa.us/Search.aspx no later than this date.	Issuing Office	01/11/18
Please monitor website for all communications regarding the RFP.	Potential Offerors	On-going
Sealed proposal must be received by the Issuing Office at: Pennsylvania Department of Transportation Bureau of Office Services ATTN: Ken McDowell, Issuing Officer Keystone Building 400 North Street, 5 th Floor Harrisburg, PA 17120 *Due to increased security requirements in the Commonwealth's mail processing operation, all incoming mail to the Keystone Building is routed, scanned and sorted at an off-site location prior to delivery. This includes overnight deliveries. Be aware when submitting proposal documents via overnight delivery services, there is no guarantee that proposal documents will be received in the Issuing Office when required. Proposals which are received late will be rejected regardless of the reason for late arrival. Offerors are advised to allow extra time to ensure timely delivery. Receipts for all hand delivered packages must be obtained and signed by the Issuing Officer or their designee to verify date and time of delivery.	Offerors	01/22/18 1:00 PM

PART I

GENERAL INFORMATION

- I-1. Purpose.** This request for proposals (RFP) provides to those interested in submitting proposals for the subject procurement (“Offerors”) sufficient information to enable them to prepare and submit proposals for the Pennsylvania Department of Transportation’s (“PennDOT”) consideration on behalf of the Commonwealth of Pennsylvania (“Commonwealth”) to satisfy a need for the National Summer Transportation Institute Program (“Project”). This RFP contains instructions governing the requested proposals, including the requirements for the information and material to be included, a description of the service to be provided, requirements which Offerors must meet to be eligible for consideration, general evaluation criteria, and other requirements specific to this RFP.
- I-2. Issuing Office.** PennDOT (“Issuing Office”) has issued this RFP on behalf of the Commonwealth. The sole point of contact in the Commonwealth for this RFP shall be **Ken McDowell, Keystone Building, 5th Floor; 400 North Street; Harrisburg, PA 17120-0041; PDRFPQuestions@pa.gov**, the Issuing Officer for this RFP. Please refer all inquiries to the Issuing Officer.
- I-3. Overview of Project.** In an effort to address the need for a diverse workforce in the Twenty-First Century and to create an awareness of the career choices and opportunities that exist in the transportation industry, the United States Department of Transportation (USDOT) and the Federal Highway Administration (FHWA) have established various educational initiatives. The National Summer Transportation Institute (NSTI) Program serves as the First Transportation Career Education Program for Secondary School Youth to be authorized by Congress under Section 1208 of the Transportation Equity Act for the Twenty-First¹ Century the NSTI Program is a Science, Technology, Engineering, and Math (STEM) focused program for high school and middle school students. The NSTI has historically been administered by accredited colleges, community colleges and universities, accredited Tribal colleges, Historically Black Colleges and Universities, Minority Serving Institutions, Hispanic Serving Institutions, and Asian-American Native American Pacific Island Serving Institutions throughout the United States, the District of Columbia, the Commonwealth of Puerto Rico, Pacific Island territories and the U. S. Virgin Islands.
- I-4. Objectives.**
- A. General.** The NSTI program must focus on critical and systematic educational endeavors that will explore all aspects of the transportation industry and its role in our society. It must present a curriculum that introduces participants to the diverse modes of transportation, as well as to career opportunities that exist in the transportation industry. The curriculum must be Science, Technology, Engineering and Math (STEM) focused and developed in coordination with the Pennsylvania Department of Transportation (PennDOT) and the FHWA Pennsylvania Division Office. Input from the Intermodal Advisory Council (IAC) shall be required.

B. Specific. The NSTI must:

1. Improve STEM Skills;
2. Provide awareness to middle school and high school students – particularly minority, female and disadvantaged youth – about transportation related careers; and
3. Encourage students to consider transportation related fields of study in their higher education pursuits.

Host Sites must commit significant program time to classroom participation. The length of the program is typically two (2) to four (4) consecutive weeks. Host Sites may be student day programs or residential programs in which room and board are provided by the Host Sites to the students.

- I-5. Type of Contract.** It is proposed that if the Issuing Office enters into a contract as a result of this RFP, it will be a **Deliverable Based, Established Price** contract containing the Standard Contract Terms and Conditions as shown in **Part VI**. The Issuing Office, in its sole discretion, may undertake negotiations with Offerors whose proposals, in the judgment of the Issuing Office, show them to be qualified, responsible and capable of performing the Project.
- I-6. Rejection of Proposals.** The Issuing Office reserves the right, in its sole and complete discretion, to reject any proposal received as a result of this RFP.
- I-7. Incurring Costs.** The Issuing Office is not liable for any costs the Offeror incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of the contract.
- I-8. Pre-proposal Conference.** There will be no Pre-Proposal Conference for this RFP. If there are any questions, please forward them to the Issuing Office in accordance with **Part I, Section I-9**.
- I-9. Questions & Answers.** If an Offeror has any questions regarding this RFP, the Offeror must submit the questions by email (with the subject line **“RFP 3517R07 - NSTI Question”**) to the Issuing Officer named in **Part I, Section I-2** of the RFP. If the Offeror has questions, they must be submitted via email **no later than** the date indicated on the Calendar of Events. The Offeror shall not attempt to contact the Issuing Officer by any other means. The Issuing Officer shall post the answers to the questions on the DGS website by the date stated on the Calendar of Events. An Offeror who submits a question *after* the deadline date for receipt of questions indicated on the Calendar of Events assumes the risk that its proposal will not be responsive or competitive because the Commonwealth is not able to respond before the proposal receipt date or in sufficient time for the Offeror to prepare a responsive or competitive proposal. When submitted after the deadline date for receipt of questions indicated on the Calendar of Events, the Issuing Officer *may* respond to questions of an administrative nature by directing the questioning Offeror to specific provisions in the RFP. To the extent that the Issuing Office decides to respond to a non-administrative question *after* the deadline date for receipt of questions indicated on the Calendar of Events, the answer must be provided to all Offerors through an addendum.

All questions and responses as posted on the DGS website are considered as an addendum to, and part of, this RFP in accordance with RFP **Part I, Section I-10**. Each Offeror shall be responsible to monitor the DGS website for new or revised RFP information. The Issuing Office shall not be bound by any verbal information nor shall it be bound by any written information that is not either contained within the RFP or formally issued as an addendum by the Issuing Office. The Issuing Office does not consider questions to be a protest of the specifications or of the solicitation. The required protest process for Commonwealth procurements is as described in **Part I, Section I-27**, for this RFP.

I-10. Addenda to the RFP. If the Issuing Office deems it necessary to revise any part of this RFP before the proposal response date, the Issuing Office will post an addendum to the DGS website at <http://www.emarketplace.state.pa.us/Search.aspx>. It is the Offeror's responsibility to periodically check the website for any new information or addenda to the RFP. Answers to the questions asked during the Questions & Answers period also will be posted to the website as an addendum to the RFP.

I-11. Response Date. To be considered for selection, hard copies of proposals must arrive at the Issuing Office on or before the time and date specified in the RFP Calendar of Events. The Issuing Office will **not** accept proposals via email or facsimile transmission. Offerors who send proposals by mail or other delivery service should allow sufficient delivery time to ensure timely receipt of their proposals. If, due to inclement weather, natural disaster, or any other cause, the Commonwealth office location to which proposals are to be returned is closed on the proposal response date, the deadline for submission will be automatically extended until the next Commonwealth business day on which the office is open, unless the Issuing Office otherwise notifies Offerors. The hour for submission of proposals shall remain the same. The Issuing Office will reject, unopened, any late proposals.

I-12. Proposal Requirements.

A. Proposal Submission. To be considered, Offerors should submit a complete Proposal to the Issuing Office, using the format provided in this **Part I, Section I-12. Proposal Requirements**. An official authorized to bind the Offeror to its provisions must sign the Proposal by signing the **Proposal Cover Sheet, (Appendix A)** to this RFP. If the Issuing Office selects the Offeror's Proposal for award, the contents of the selected Offeror's Proposal will become contractual obligations. Offerors must submit a Proposal in the format, including heading descriptions, outlined in **Part III-1, Requirements** of this RFP.

1. Provide five (5) complete and exact paper copies of the Technical Submittal. Offerors must submit at least one (1) submittal containing an original signature identified as the "ORIGINAL".
2. Provide two (2) complete and exact paper copies of the Cost Submittal, along with all requested documents, clearly marked as "ORIGINAL".
3. Provide two (2) complete and exact electronic copies of the "ORIGINAL" Technical and Cost Submittals, along with all requested documents, clearly marked as "ORIGINAL" and must be on two (2) separate Flash drives in Microsoft Office or Microsoft Office-compatible format. The electronic copies must be a mirror

image of the paper copy and any spreadsheets must be in Microsoft Excel. The Offerors may not lock or protect any cells or tabs. The Flash drive should clearly identify the Offeror and include the name and version number of the virus scanning software that was used to scan the Flash drive before it was submitted.

For this RFP, and any changes accepted by the Issuing Office through Clarification Requests and the Offeror's Clarification Responses (refer to **Part 1, Section I-15. Discussions for Clarification** of this RFP), **Best and Final Offers** (refer to **Part 1, Section I-19** of this RFP), and/or Negotiations (refer to **Part 1, Section I-25. A. Contract Negotiations** of this RFP) **must remain valid for 180 days** or until a contract is fully executed. If the Issuing Office selects the Offeror's Proposal for award, the contents of the selected Offeror's Proposal will become, except to the extent the contents are changed through Best and Final Offers or negotiations, contractual obligations.

Each Offeror submitting a Proposal specifically waives any right to withdraw or modify it, except that the Offeror may withdraw its Proposal by written notice received at the Issuing Office's address for Proposal delivery prior to the exact hour and date specified for Proposal receipt. An Offeror or its authorized representative may withdraw its Proposal in person prior to the exact hour and date set for Proposal receipt, provided the withdrawing person provides appropriate identification and signs a receipt for the Proposal. An Offeror may modify its submitted Proposal prior to the exact hour and date set for Proposal receipt only by submitting a new sealed Proposal or sealed modification which complies with the RFP requirements.

B. Proposal Format. Offerors must submit their Proposals in the format, including heading descriptions, outlined below. To be considered, the Proposal must respond to all Proposal requirements. Offerors should provide any other information thought to be relevant, but not applicable to the enumerated categories, as an appendix to the Proposal. Offerors should not reiterate technical information in the cost submittal. Each Proposal shall consist of the following two (2) separately sealed submittals:

1. Technical Submittal, in response to **Part III**, with all required appendices:
 - a. Complete, sign and include **Appendix A – Proposal Cover Sheet**;
 - b. Complete, sign and include **Appendix B – Domestic Workforce Utilization Certification**;
 - c. Complete, sign and include **Appendix C – Trade Secret Confidential Proprietary Information Notice**;
 - d. Complete, sign and include **Appendix E – Lobbying Certification Form**;
 - e. Complete, sign and include **Appendix F – Disclosure of Lobbying Activities**;
 - f. Include documentation for **Appendix G - Disadvantaged Business Enterprise Requirements**;
 - g. Complete and include **Appendix K – Table A - Staffing Requirements**;
 - h. Complete and include **Appendix M – Table C – Inter-Modal Advisory Committee**;
 - i. Complete and include **Appendix N – Table D – Partners/Sponsors**; and
 - j. Complete and include **Appendix O – Table E – Implementation Plan**.

2. Cost Submittal, (**Appendix D and Appendix L**) in response to RFP **Part IV**.

The Issuing Office reserves the right to request additional information which, in the Issuing Office's opinion, is necessary to assure that the Offeror's competence, number of qualified employees, business organization, and financial resources are adequate to perform per the RFP.

The Issuing Office may make investigations deemed necessary to determine the ability of the Offeror to perform the Program, and the Offeror shall furnish to the Issuing Office all requested information and data. The Issuing Office reserves the right to reject any Proposal if the evidence submitted by, or investigation of, such Offeror fails to satisfy the Issuing Office that such Offeror is properly qualified to carry out the obligations of the RFP and to complete the Project as specified.

- I-13. Economy of Preparation.** Offerors should prepare proposals simply and economically, providing a straightforward, concise description of the Offeror's ability to meet the requirements of the RFP. **The proposal shall not exceed ten (10) pages.** This excludes table of contents, dividers, appendices (both supportive and required which includes financial documents, plans, drawings, etc.). Duplex printing is acceptable and suggested.
- I-14. Alternate Proposals.** The Issuing Office has identified the basic approach to meeting its requirements, allowing Offerors to be creative and propose their best solution to meeting these requirements. The Issuing Office will not accept alternate proposals.
- I-15. Discussions for Clarification.** Offerors may be required to make an oral or written clarification of their proposals to the Issuing Office to ensure thorough mutual understanding and Offeror responsiveness to the solicitation requirements. The Issuing Office will initiate requests for clarification. Clarifications may occur at any stage of the evaluation and selection process prior to contract execution.
- I-16. Oral Presentations.** Offerors may be required to make oral presentations to the Issuing Office. The Issuing Office reserves the right to request oral presentations, establish the agenda for such presentations, and to coordinate such presentations on-site at Commonwealth offices.
- I-17. Prime Contractor Responsibilities.** The contract will require that selected Offeror to assume responsibility for all services offered in its proposal whether it produces them itself or by subcontract. Further, the Issuing Office will consider the selected Offeror to be the sole point of contact concerning contractual matters.
- I-18. Proposal Contents.**
- A. Confidential Information.** The Commonwealth is not requesting, and does not require, confidential proprietary information or trade secrets to be included as part of Offerors' submissions in order to evaluate proposals submitted in response to this RFP. Accordingly, except as provided herein, Offerors should not label proposal submissions as confidential or proprietary or trade secret protected. Any Offeror who determines that it must divulge such information as part of its proposal must submit the

signed written statement described in subsection c. below and must additionally provide a redacted version of its proposal, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes.

B. Commonwealth Use. All material submitted with the proposal shall be considered the property of the Commonwealth of Pennsylvania and may be returned only at the Issuing Office's option. The Commonwealth has the right to use any or all ideas not protected by intellectual property rights that are presented in any proposal regardless of whether the proposal becomes part of a contract. Notwithstanding any Offeror copyright designations contained on proposals, the Commonwealth shall have the right to make copies and distribute proposals internally and to comply with public record or other disclosure requirements under the provisions of any Commonwealth or United States statute or regulation, or rule or order of any court of competent jurisdiction.

C. Public Disclosure. After the award of a contract pursuant to this RFP, all proposal submissions are subject to disclosure in response to a request for public records made under the Pennsylvania Right-to-Know-Law, 65 P.S. § 67.101, et seq. If a proposal submission contains confidential proprietary information or trade secrets, a signed written statement to this effect must be provided with the submission in accordance with 65 P.S. § 67.707(b) for the information to be considered exempt under 65 P.S. § 67.708(b) (11) from public records requests. Refer to **Appendix C** of the RFP for a **Trade Secret Confidential Proprietary Information Notice Form** that may be utilized as the signed written statement, if applicable. If financial capability information is submitted in response to Part III of this RFP such financial capability information is exempt from public records disclosure under 65 P.S. § 67.708(b) (26).

I-19. Best and Final Offers.

A. While not required, the Issuing Office reserves the right to conduct discussions with Offerors for the purpose of obtaining "best and final offers." To obtain best and final offers from Offerors, the Issuing Office may do one or more of the following, in any combination and order:

1. Schedule oral presentations.
2. Request revised proposals.
3. Conduct a reverse online auction.
4. Enter into pre-selection negotiations.

B. The following Offerors will **not** be invited by the Issuing Office to submit a Best and Final Offer:

1. Those Offerors, which the Issuing Office has determined to be not responsible or whose proposals the Issuing Office has determined to be not responsive.
2. Those Offerors, which the Issuing Office has determined in accordance with **Part II, Section II-5**, from the submitted and gathered financial and other information,

do not possess the financial capability, experience or qualifications to assure good faith performance of the contract.

3. Those Offerors whose score for their technical submittal of the proposal is less than 70% of the total amount of technical points allotted to the technical criterion.
 4. The issuing office may further limit participation in the best and final offers process to those remaining responsible offerors which the Issuing Office has, within its discretion, determined to be within the top competitive range of responsive proposals.
- C. The Evaluation Criteria found in **Part II, Section II-4**, shall also be used to evaluate the Best and Final offers.
- D. Price reductions offered through any reverse online auction shall have no effect upon the Offeror's Technical Submittal.
- I-20. News Releases.** Offerors shall not issue news releases, Internet postings, advertisements or any other public communications pertaining to this Project without prior written approval of the Issuing Office, and then only in coordination with the Issuing Office.
- I-21. Restriction of Contact.** From the issue date of this RFP until the Issuing Office selects a proposal for award, the Issuing Officer is the sole point of contact concerning this RFP. Any violation of this condition may be cause for the Issuing Office to reject the offending Offeror's proposal. If the Issuing Office later discovers that the Offeror has engaged in any violations of this condition, the Issuing Office may reject the offending Offeror's proposal or rescind its contract award. Offerors must agree not to distribute any part of their proposals beyond the Issuing Office. An Offeror who shares information contained in its proposal with other Commonwealth personnel and/or competing Offeror personnel may be disqualified.
- I-22. Issuing Office Participation.** Offerors shall provide all services, supplies, facilities, and other support necessary to complete the identified work, except as otherwise provided in this **Part I, Section I-22**.
- I-23. Term of Contract.** The term of the contract will commence on the Effective Date and will end **October 31, 2018**. Offerors are encouraged to propose a solution that provides Program completion on or before **August 1, 2018**, which is the completion date for the Program. The Issuing Office will fix the Effective Date after the contract has been fully executed by the selected Offeror and by the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained. The selected Offeror shall not start the performance of any work prior to the Effective Date of the contract and the Commonwealth shall not be liable to pay the selected Offeror for any service or work performed or expenses incurred before the Effective Date of the contract.
- I-24. Offeror's Representations and Authorizations.** By submitting its proposal, each Offeror understands, represents, and acknowledges that:

- A.** All of the Offeror's information and representations in the proposal are material and important, and the Issuing Office may rely upon the contents of the proposal in awarding the contract(s). The Commonwealth shall treat any misstatement, omission or misrepresentation as fraudulent concealment of the true facts relating to the Proposal submission, punishable pursuant to 18 Pa. C.S. § 4904.
- B.** The Offeror has arrived at the price(s) and amounts in its proposal independently and without consultation, communication, or agreement with any other Offeror or potential offeror.
- C.** The Offeror has not disclosed the price(s), the amount of the proposal, nor the approximate price(s) or amount(s) of its proposal to any other firm or person who is an Offeror or potential offeror for this RFP, and the Offeror shall not disclose any of these items on or before the proposal submission deadline specified in the Calendar of Events of this RFP.
- D.** The Offeror has not attempted, nor will it attempt, to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- E.** The Offeror makes its proposal in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- F.** To the best knowledge of the person signing the proposal for the Offeror, the Offeror, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last **four** years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as the Offeror has disclosed in its proposal.
- G.** To the best of the knowledge of the person signing the proposal for the Offeror and except as the Offeror has otherwise disclosed in its proposal, the Offeror has no outstanding, delinquent obligations to the Commonwealth including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Offeror that is owed to the Commonwealth.
- H.** The Offeror is not currently under suspension or debarment by the Commonwealth, any other state or the federal government, and if the Offeror cannot so certify, then it shall submit along with its proposal a written explanation of why it cannot make such certification.
- I.** The Offeror has not made, under separate contract with the Issuing Office, any recommendations to the Issuing Office concerning the need for the services described in its proposal or the specifications for the services described in the proposal.

- J.** Each Offeror, by submitting its proposal, authorizes Commonwealth agencies to release to the Commonwealth information concerning the Offeror's Pennsylvania taxes, unemployment compensation and workers' compensation liabilities.
- K.** Until the selected Offeror receives a fully executed and approved written contract from the Issuing Office, there is no legal and valid contract, in law or in equity, and the Offeror shall not begin to perform.
- L.** The Offeror is not currently engaged, and will not during the duration of the contract engage, in a boycott of a person or an entity based in or doing business with a jurisdiction which the Commonwealth is not prohibited by Congressional statute from engaging in trade or commerce.

I-25. Notification of Selection.

- A. Contract Negotiations.** The Issuing Office will notify all Offerors in writing of the Offeror selected for contract negotiations after the Issuing Office has determined, taking into consideration all of the evaluation factors, the proposal that is the most advantageous to the Issuing Office.
- B. Award.** Offerors whose proposals are not selected will be notified when contract negotiations have been successfully completed and the Issuing Office has received the final negotiated contract signed by the selected Offeror.

I-26. Debriefing Conferences. Upon notification of award, Offerors whose proposals were not selected will be given the opportunity to be debriefed. The Issuing Office will schedule the debriefing at a mutually agreeable time. The debriefing will not compare the Offeror with other Offerors, other than the position of the Offeror's proposal in relation to all other Offeror proposals. An Offeror's exercise of the opportunity to be debriefed does not constitute nor toll the time for filing a protest (See **Section I-27** of this RFP).

I-27. RFP Protest Procedure. Any protest arising from the award or non-award of a Contract by PennDOT as a result of this RFP must be filed in writing with the Secretary of the Department of Transportation and follow the procedures set forth in Section 1711.1 of the procurement Code, 62 PA. CS. § 1711.1.

A protest by a party not submitting a Proposal must be filed within **seven (7)** days after the protesting party knew or should have known of the facts giving rise to the protest, but no later than the Proposal submission deadline specified in the Calendar of Events of the RFP. Offerors may file a protest within **seven (7)** days after the protesting Offeror knew or should have known of the facts giving rise to the protest, but in no event, may an Offeror file a protest later than **seven (7)** days after the date the notice of award of the Contract is posted on the DGS website. The date of filing is the date of receipt of the protest. A protest must be filed in writing with the Issuing Office. To be timely, the protest must be received by 4:00 p.m. on the seventh day

I-28. Use of Electronic Versions of this RFP. This RFP is being made available by electronic means. If an Offeror electronically accepts the RFP, the Offeror acknowledges and accepts full responsibility to ensure that no changes are made to the RFP. In the event of a conflict

between a version of the RFP in the Offeror's possession and the Issuing Office's version of the RFP, the Issuing Office's version shall govern.

I-29. Federal Funds. FHWA funds are anticipated and will be made available for this procurement, and the following will apply:

- A. Audits.** As specified by the Federal Office of Management and Budget, the contractor agrees to satisfy the audit requirements contained in the Single Audit Act of 1984, 31 U.S.C. § 7501 et. seq., and, for this purpose, to comply with the Audit Clause to Be Used in Agreements with Entities Receiving Federal Awards from the Commonwealth, dated December 3, 2003, and made part of this Agreement. As used in the Audit Clause, the term "Sub recipient" means the contractor. Refer to **Appendix I – Federal Audit Clause** for further information.
- B. Federal Disadvantaged Business Enterprise Assurance.** The Contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Agreement. The Contractor shall carry out applicable requirements of Title 49 Code of Federal Regulations Part 26 in the award and administration of United States Department of Transportation-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in either the termination of this Agreement or such other remedy as the Department deems appropriate including, but not limited to, withholding progress payments; assessing sanctions; liquidated damages; and/or disqualifying Contractor from future bidding as non-responsible. If the Contractor is providing services or supplies for the Department pursuant to this Agreement, it must include this assurance in each subcontract that it signs with a subcontractor. Refer to **Appendix H – Federal Nondiscrimination and Equal Employment Opportunity Clauses** for further information.

PART II

CRITERIA FOR SELECTION

- II-1. Mandatory Responsiveness Requirements.** To be eligible for selection, a proposal must:
- A. Be timely received from an Offeror (see **Part I, Section I-11**); and
 - B. Be properly signed by the Offeror (see **Part I, Section I-12A**).
- II-2. Technical Nonconforming Proposals.** The two (2) Mandatory Responsiveness Requirements set forth in **Section II-1** above (A-B) are the only RFP requirements that the Commonwealth will consider to be *non-waivable*. The Issuing Office reserves the right, in its sole discretion, to (1) waive any other technical or immaterial nonconformities in an Offeror's proposal, (2) allow the Offeror to cure the nonconformity, or (3) consider the nonconformity in the scoring of the Offeror's proposal.
- II-3. Evaluation.** The Issuing Office has selected a committee of qualified personnel to review and evaluate timely submitted proposals. The Issuing Office will notify in writing of its selection for negotiation the responsible Offeror whose proposal is determined to be the most advantageous to the Commonwealth as determined by the Issuing Office after taking into consideration all of the evaluation factors.
- II-4. Evaluation Criteria.** The following criteria will be used in evaluating each proposal:
- A. **Technical.** The Issuing Office has established the weight for the Technical criterion for this RFP as **70%** of the total points. Evaluation will be based upon the following in order of importance: The final Technical scores are determined by giving the maximum number of technical points available to the proposal with the highest raw technical score. The remaining proposals are rated by applying the Technical Scoring Formula set forth at the following webpage:
<http://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Procurement-Resources/Pages/default.aspx>.
 - 1. **Understanding the Problem.** This refers to the Offeror's understanding of PennDOT's objectives in asking for the services or undertaking the study, and of the nature and scope of the work involved. This also includes the Offeror's responsiveness to the RFP, including quality criteria.
 - 2. **Soundness of Approach.** Emphasis here is on the overall approach to implementation of this statewide Program, data collection, and methods for managing the tasks to meet the requirements and objectives of this RFP.
 - 3. **Offeror Qualifications.** This refers to the ability of the Offeror to meet the terms of this RFP by detailing experiences on similar projects completed by the Offeror within the past five (5) years. This also includes the Offeror's financial ability to undertake a project of this size on tax returns and/or documentation that demonstrates solvency of the company to function throughout the term of the Contract.

4. **Personnel Qualifications.** This refers to the competence of personnel who would be assigned to the Program by the Offeror. Qualifications will be measured by experience and education with particular reference to experience on studies/services similar to that described in the RFP. Particular emphasis is placed on the qualifications of the Offeror's Project Manager.
- B. Cost.** The Issuing Office has established the weight for the Cost criterion for this RFP as **30 %** of the total points. The cost criterion is rated by giving the proposal with the lowest total cost the maximum number of Cost points available. The remaining proposals are rated by applying the Cost Formula set forth at the following webpage: <http://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Procurement-Resources/Pages/default.aspx>.
- C. Federal Disadvantaged Business Enterprise (DBE) Participation.** Provide detailed information describing the Pennsylvania DBE Unified Certification Program (PA UCP) certified DBE. Include the business name of the DBE with the address, contact person, phone number, the Pennsylvania DBE Unified Certification Program (PA UCP) certification number, and a detailed narrative of the services to be provided, and the percent of the proposal's total cost to be contractually allocated to the DBE. No cost information can be displayed in the technical proposal.

If no DBE is qualified, available, or willing to participate, the contractor must provide detailed, verifiable information describing the good faith effort made to locate a DBE. If the good faith effort is determined to be unacceptable, the proposal may be disqualified or other action taken as defined in **Appendix G - Disadvantaged Business Enterprise Requirements**.

- D. Domestic Workforce Utilization.** Any points received for the Domestic Workforce Utilization criterion are bonus points in addition to the total points for this RFP. The maximum amount of bonus points available for this criterion is 3% of the total points for this RFP.

To the extent permitted by the laws and treaties of the United States, each proposal will be scored for its commitment to use domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those Offerors who will perform the contracted direct labor exclusively within the geographical boundaries of the United States or within the geographical boundaries of a country that is a party to the World Trade Organization Government Procurement Agreement. Those who propose to perform a portion of the direct labor outside of the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement will receive a correspondingly smaller score for this criterion. See the following webpage for the Domestic Workforce Utilization Formula: <http://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Procurement-Resources/Pages/default.aspx>.

II-5. Offeror Responsibility. To be responsible, an Offeror must submit a responsive proposal and possess the capability to fully perform the contract requirements in all respects and the integrity and reliability to assure good faith performance of the contract.

In order for an Offeror to be considered responsible for this RFP and therefore eligible for selection for best and final offers or selection for contract negotiations:

- A. The total score for the technical submittal of the Offeror's proposal must be greater than or equal to **70%** of the **available technical points**; and
- B. The Offeror's financial information must demonstrate that the Offeror possesses the financial capability to assure good faith performance of the contract. The Issuing Office will review the Offeror's previous three financial statements, any additional information received from the Offeror, and any other publicly-available financial information concerning the Offeror, and assess each Offeror's financial capacity based on calculating and analyzing various financial ratios, and comparison with industry standards and trends.

An Offeror which fails to demonstrate sufficient financial capability to assure good faith performance of the contract as specified herein may be considered by the Issuing Office, in its sole discretion, for Best and Final Offers or contract negotiation contingent upon such Offeror providing contract performance security for the first contract year cost proposed by the Offeror in a form acceptable to the Issuing Office. Based on the financial condition of the Offeror, the Issuing Office may require a certified or bank (cashier's) check, letter of credit, or a performance bond conditioned upon the faithful performance of the contract by the Offeror. The required performance security must be issued or executed by a bank or surety company authorized to do business in the Commonwealth. The cost of the required performance security will be the sole responsibility of the Offeror and cannot increase the Offeror's cost proposal or the contract cost to the Commonwealth.

Further, the Issuing Office will award a contract only to an Offeror determined to be responsible in accordance with the most current version of Commonwealth Management Directive 215.9, Contractor Responsibility Program.

II-6. Final Ranking and Award.

- A. After any best and final offer process conducted, the Issuing Office will combine the evaluation committee's final technical scores and the final cost scores, and (when applicable) the domestic workforce utilization scores, in accordance with the relative weights assigned to these areas as set forth in this Part.
- B. The Issuing Office will rank responsible offerors according to the total overall score assigned to each, in descending order.
- C. The Issuing Office must select for contract negotiations the offeror with the highest overall score.

- D.** The Issuing Office has the discretion to reject all proposals or cancel the request for proposals, at any time prior to the time a contract is fully executed, when it is in the best interests of the Commonwealth. The reasons for the rejection or cancellation shall be made part of the contract file.

PART III

TECHNICAL SUBMITTAL

III-1 Requirements. The NSTI will be implemented over a two (2) to four (4) week period and must have a minimum of fifteen (15) participants. Consideration will be given to NSTI programs that maximize the number of participants for this RFP. The Host Site shall determine if the NSTI will be either a residential or a non-residential program with middle or high school participants. The Project Director must report any changes in the number of participants immediately to PennDOT (e.g., if 15 participants were selected and only 10 attend the program or at any point when the number of participants is less than 15), along with an explanation regarding the attrition. PennDOT will notify the FHWA Division Office. PennDOT and the Division will contact FHWA Headquarters Civil Rights (HCR) Office prior to determining if the Host Site should discontinue the program.

A. Host Site Responsibilities. The Host Site, under the leadership of a Project Director, is responsible for collaborating with PennDOT to develop and implement all phases of the NSTI Program. Host Site responsibilities include, but are not limited to the following:

1. Develop and submit Statement of Work (SOW) and Budget to PennDOT;
2. Ensure SOW aligns with four (4) program objectives;
3. Designate a Project Director to serve as the program's point of contact;
4. Establish a cooperative agreement with PennDOT;
5. Recruit participants, and host site staff;
6. Ensure project is implemented, executed and closed; and
7. Complete post program questionnaire and final report

B. Grade Levels and Program Types. The NSTI must be classified as either a) a middle school (grades 6-8) or high school (grades 9-12) program and b) as residential or non-residential.

1. Middle school programs should focus more on career exploration.
2. High school programs should focus on activities designed to improve STEM skills, assist in preparing participants for post-secondary education and encourage them to pursue transportation-related careers.
3. In residential programs, participants reside on the college, university campus, or comparable alternative. The Host Site provides room and board. Residential programs are required to include academic, enhancement, sports, and recreation activities throughout the duration of the camp, including weekends.
4. In a non-residential program, participants commute to campus daily. Non-residential programs include an academic program and enhancements activities.

C. Emergency Preparedness. To support continuity of operations during an emergency, including a pandemic, the Commonwealth needs a strategy for maintaining operations for an extended period of time. One part of this strategy is to ensure that essential contracts that provide critical business services to the Commonwealth have planned for such an emergency and put contingencies in place to provide needed goods and services.

1. Describe how you anticipate such a crisis will impact your operations.
2. Describe your emergency response continuity of operations plan. Please attach a copy of your plan, or at a minimum, summarize how your plan addresses the following aspects of pandemic preparedness:
 - a. Employee training (describe your organization's training plan, and how frequently your plan will be shared with employees)
 - b. Identified essential business functions and key employees (within your organization) necessary to carry them out
 - c. Contingency plans for:
 - i. How your organization will handle staffing issues when a portion of key employees are incapacitated due to illness.
 - ii. How employees in your organization will carry out the essential functions if contagion control measures prevent them from coming to the primary workplace.
 - d. How your organization will communicate with staff and suppliers when primary communications systems are overloaded or otherwise fail, including key contacts, chain of communications (including suppliers), etc.
 - e. How and when your emergency plan will be tested, and if the plan will be tested by a third-party.

Offeror Response

III-2. Statement of the Project. State in succinct terms your understanding of the project presented or the service required by this RFP.

Offeror Response

III-3. Qualifications.

A. Education Institution Overview.

Offeror Response

B. Prior Experience. Include experience in hosting National Summer Transportation Institutes. Experience shown should be work done by individuals who will be assigned to this project as well as that of your company. Studies or projects referred to must be identified and the name of the customer shown, including the name, address, and telephone number of the responsible official of the customer, company, or agency who may be contacted.

Offeror Response

C. Personnel.

1. **Project Director.** The Host Site conducts the NSTI under the leadership of the Project Director. To ensure the program is effectively managed, the Project Director devotes the appropriate time to management of the NSTI. Changes in the level of service for the Project Director should be reported immediately to PennDOT. The Project Director has primary responsibility for implementing the day-to-day activities, ensuring the program operates in accordance with the programs rules, regulations, and NSTI Desk Reference, and must adhere to all applicable Federal and State laws, and college or university policies and procedures.
2. **Support Staff.** The Project Director ensures that faculty and staff understand their respective duties and responsibilities. Employment agreements are encouraged. An employment agreement is a contract between the host site and the employee and sets forth duties and responsibilities, duration of the agreement, required assurances, and the amount of compensation for the position. A sample Employment Agreement is included in **Appendix Q4, Employment Agreement**.

Staff positions should include academic program coordinators, academic aide, residence hall counselor, and faculty. Host sites are encouraged to provide job descriptions defining all duties and responsibilities, for the NSTI staff (**Appendix K, Table A, Staffing Requirements**). The Project Director shall be responsible for ensuring that all staff members are adequately trained for their positions, and that each staff member is oriented to the NSTI. Sample Job Descriptions are included in **Appendix Q13, Sample Job Descriptions**.

Deliverable: The successful offeror must designate a Project Director and sufficient support staff to administer the NSTI Program.

Offeror Response

- III-4. Training.** If appropriate, indicate recommended training of agency personnel. Include the agency personnel to be trained, the number to be trained, duration of the program, place of training, curricula, training materials to be used, number and frequency of sessions, and number and level of instructors.

Offeror Response

- III-5. Financial Capability.** Describe your company's financial stability and economic capability to perform the contract requirements. Provide your company's financial statements (audited, if available) for the past three fiscal years. Financial statements must include the company's Balance Sheet and Income Statement or Profit/Loss Statements. Also, include a Dun & Bradstreet comprehensive report, if available. If your company is a publicly traded company, please provide a link to your financial records on your company website in lieu of providing hardcopies. The Commonwealth reserves the right to request additional information it deems necessary to evaluate an Offeror's financial capability.

Offeror Response

III-6. Work Plan. Describe in narrative form your technical plan for accomplishing the work using the task descriptions as your reference point. Modifications of the task descriptions are permitted; however, reasons for changes should be fully explained. Indicate the number of person hours allocated to each task. Include a Program Evaluation and Review Technique (PERT) or similar type display, time related, showing each event. If more than one approach is apparent, comment on why you chose this approach.

A. TASK 1: Statement of Work Application. (Appendix Q1)

The NSTI Project Director shall be responsible for submitting a Statement of Work (SOW) application to PennDOT. The SOW application may not exceed ten (10) pages (Appendices do not count against the page limitation). SOW applications must be sent to PennDOT as a Word Document using Times New Roman, Font type 12 and be single-spaced.

Instructions.

The following components are to be included in the SOW application:
(Refer to **Appendix Q - Sample Documentation** for examples).

1. Transmittal Sheet.

- a. Full name of host site.
- b. Complete address.
- c. Contact representatives:
 - i. Host Site Project Director. (Name, phone, email address)
 - ii. PennDOT NSTI Program Administrator (Name, phone, email address)
 - Name: Debra Allen, PennDOT NSTI Program Administrator
 - Phone: 717-783-1038
 - Email: deallen@pa.gov
 - iii. FHWA Division Office. (Name, phone, email address)

Section A: Program Information.

This section of the application should include the following information:

- a. Host Site. (Name/ Address)
- b. Congressional District(s.)
- c. FHWA Funding Requested.
- d. In-Kind Contributions.
- e. Program Length. (Include NSTI weeks)
- f. Program Dates.
- g. Anticipated number of participants.
- h. Type of Program. (Residential or Non-residential)
- i. Grade levels. (Middle School grades 6-8 or High School grades 9-12)

Section B: Program Overview.

Must provide a one (1) or two (2) page summary of the NSTI program the Host Site plans to implement. Information in this section must address the program objectives delineated in the solicitation memorandum, and include a description of curriculum, specific field trips planned, and examples of any enhancement activities planned.

Section C: Program Administration.

This section of the application should include the following information:

- a. **Recruitment and Student Selection Procedures.** Provide a brief narrative on the recruitment and participant selection procedures.
- b. **Appendix K - Table A – Staffing Requirements.** List all position titles, salary per hour and job description.
- c. **Appendix L - Table B – Program Cost.** Provide a detailed budget and narratives. **NOTE:** No cost information can be displayed in your response to **Part III. Technical Submittal.** Include your response to this item with **Part IV. Cost Submittal.**
- d. **Appendix M - Table C – Inter-Modal Advisory Committee.** List all persons and organizations serving on the committee.
- e. **Appendix N - Table D – Partners/Sponsors.** List all partners/sponsors, their role and/or contribution(s).
- f. **Appendix O - Table E – Implementation Plan.** List all tasks to be performed, task assignment(s), action(s) required, and the timeframe for completion.
- g. **STEM Focused Program Curriculum.**
 - i. **Academic.** Curriculum designed to enhance skills, and provide awareness.
 - ii. **Enhancement.** Activities to improve study habits, promote academic achievement, and foster self-awareness.
 - iii. **Sports Recreation.** Activities to enhance physical health, and promote teamwork and sportsmanship. (Required for Residential Programs)
- h. **Evaluations.** Describe the type of surveys and evaluations to be used and how and when they will be administered.

Deliverable: The successful offeror must submit a ten (10) page SOW Application in its proposal submission to this RFP.

B. Task 2: Recruitment and Student Selection Procedures.

1. **Recruitment.** Host Sites must promote the NSTI Program and recruit at least fifteen (15) participants. Host sites should distribute applications and recruitment materials (**Appendix Q2- Recruiting Notice and Program Application**) to public and private middle schools and high schools, alumni, civic, fraternal, faith based, and community organizations in their service area. It's recommended that host sites establish a selection committee.
2. **Selection Criteria.** Potential participants must submit a complete application. Host Sites will notify selected participants and provide them with detailed information about the NSTI. After the initial screening of the applications and prior to final selection, the NSTI Project Director (with the assistance of the selection committee if applicable) may schedule interviews with prospective participants and their parents/guardians. The interview affords the Project Director an opportunity to discuss the program with students and their parents/guardians, validate their academic and career objectives, and their interest in the NSTI.

The following criteria must be used to select participants:

- a. **All participants.**
 - i. Minimum cumulative grade point average of 2.0 on a 4.0 scale.
 - ii. Interest in STEM education and/or careers.
 - iii. At least one letter of recommendation from a teacher or a guidance counselor.
 - iv. A written statement regarding his/her reasons for wanting to participate in the program and how the NSTI can assist in meeting his/her academic and career goals.
 - b. **For Middle School Programs.**
 - i. Students in sixth, seventh and eighth grades.
 - ii. Students have completed pre-algebra, or will be qualified for enrollment in pre-algebra during the upcoming school term.
 - c. **For High School Programs.**
 - i. Students in ninth, tenth, eleventh, and twelfth grades.
 - ii. Students have completed algebra, or will be qualified for enrollment in algebra during the upcoming school term.
3. **Notification/Acceptance Packages.** Upon completion of the selection process, the Project Director will notify the successful applicants and provides them with detailed information about the NSTI. Information to be provided in the notification/acceptance package includes the following:
- a. Notification of selection which includes (**Appendix Q3**):
 - i. Notification Letter.
 - ii. NSTI guidelines or requirements.
 - iii. Participant/ parent agreement.
 - b. Certificate of Health and Insurance Coverage. (**Appendix Q9**)
 - c. Required personal items and dress codes. (**Appendix Q11**)
 - d. Housing regulations, if applicable.
 - e. Permission form (video, record/photograph). (**Appendix Q5**)
 - f. Permission form (collect and use data). (**Appendix Q10**)

The Project Director must also notify each applicant who was not selected as a NSTI participant.

Deliverable: The successful offeror must promote the NSTI program and recruit, select, and notify at least fifteen (15) students to participate.

C. Task 3: Inter-Modal Advisory Council (IAC).

A successful NSTI requires a cooperative effort among Federal, State and local transportation agencies, community-based organizations (CBOs), educational institutions and the private sector. Therefore, the NSTI must establish an Inter-Modal Advisory Committee (IAC) and select members from a broad spectrum of the

transportation community. The IAC is encouraged to assist with reviewing the Statement of Work (SOW) and curriculum, planning and securing resources (i.e. speakers, field trips, transportation partners, and sponsors), and providing technical assistance.

The Project Director is encouraged to convene a meeting of the IAC no later than six (6) weeks prior to the start date of the NSTI. All meetings must include the participation of PennDOT's NSTI Program Administrator. Meeting minutes for all meetings must be captured and provided to PennDOT. As part of the IAC the Project Director must list all partners and their roles and/or contribution (s) to the NSTI. Additionally, the Project Director must be responsible for all task to be performed, task assignment(s), action(s) required, and the timeframe for completion.

Deliverable: The successful offeror must establish and convene an Intermodal Advisory Council in support of the NSTI. For each meeting provide final meeting minutes to PennDOT.

D. Task 4: Orientation Meeting.

The Project Director must plan and host an orientation program for participants and their parents/guardians. A thorough explanation of what is expected of participants, an overview of all planned activities and general information about the host site are among the topics to be included for review. Review of rules and regulations is highly encouraged. A sample orientation meeting agenda is included. (**Appendix Q6**)

Deliverable: The successful offeror must host an orientation program for participants and their parents/guardians.

E. Task 5: STEM Curriculum.

The NSTI must submit a detailed curriculum including a narrative, and a daily activity schedule illustrating the classes, learning activities, and modal visits planned for the program. The curriculum should feature all aspects of the transportation industry and its role in society. The design and delivery should enhance STEM skills, create awareness and stimulate the participants' interest in the opportunities that exist in the transportation industry. The interdisciplinary nature of transportation should be emphasized.

1. **Academic Curriculum.** The academic program must be STEM- focused and designed to provide a stimulating introduction to the transportation industry and career opportunities. The program must include exposure to all modes of transportation: land, air, water, and incorporate topics on safety. Curriculum should include an introduction to a transportation mode, presentations from industry professionals who work in the areas being studied, and field trips to transportation and transit facilities, and government agencies. All field trips must be transportation-related or they will not be reimbursed. Hands-on activities such as laboratory activities, project design, construction, and testing must be included and may culminate with participant competitions. Suggested activities include rocket design, computer programming, computer applications, solar car design, glider

design, bridge design, and mass transit design. A list of typical topics on Land, Air, Water and Safety components is included. (**Appendix Q12, Typical Topics for Curriculum**)

2. **Enhancement Program.** Exposes students to methods and activities which improve study habits, promote academic achievement, and foster self-awareness. A list of sample topics is included. (**Appendix Q12, STEM Curriculum Topics**)
 - a. Participants may keep a daily journal of their experiences.
 - b. Host sites are encouraged to consider coordinating enhancement activities with other campus summer programs and the local community in the development of its NSTI program.

3. **Sports and Recreation Program.** Sports and recreation programs are intended to enhance physical health, and promote teamwork and sportsmanship. A sports and recreation program is required for residential programs and may be included in non-residential programs.
 - a. The Project Director must assess the general conditions of the playing fields and facilities to be used for all sports and recreation activities and provide safety instructions and rules and regulations for the games. All outside activities will be subject to weather conditions. Additional staff/professional personnel should provide the appropriate instruction and monitoring to support NSTI activities. Safety gear, appropriate for the activity, must be provided to each NSTI participant. Where needed, reasonable accommodations must be made for persons with disabilities.
 - b. Please note that although Sports and recreation programs are a component of the NSTI curriculum, pursuant to 2 CFR §200.438, costs of entertainment, including amusement, diversion, and social activities and any associated costs are unallowable. Federal funds may NOT be used for entertainment activities such as student sports/fitness center, swimming pool, board games, bowling, movies, water parks, amusement parks, cruises, etc. Funding, for activities that are non-transportation related, is the responsibility of the host site or other partners.
 - i. Host sites should find alternative funding for these events, including transportation, food, etc., if they are a desired part of the program. It is recommended that host sites use the sports/recreational resources available on their campuses (if applicable). In addition, HCR recommends that partnerships be established to help provide in-kind contributions.

Deliverable: The successful offeror must develop a detailed curriculum including a narrative, and daily activity schedule which features all aspects of the transportation industry and its role in society.

F. Task 6: Closing Program.

The Project Director organizes and hosts a closing/awards program at the conclusion of the NSTI. Parents, sponsors, and college or university officials should be invited. Host sites are encouraged to send a press release to the participants' hometown media

announcing the graduates of the NSTI. The talents of the graduates should be featured. Honors and awards for accomplishments, and certificates of completion should be presented. Special guests such as the IAC, Sponsors/ Partners, PennDOT, FHWA Division Office and other transportation agencies are encouraged to attend.

1. A sample closing program is included. (**Appendix Q8, Sample Closing Program**).
2. Host sites are encouraged to provide awards for the three (3) top graduates of the NSTI. The Project Director should present these awards in recognition of those participants who have distinguished themselves through exemplary accomplishments. The faculty and staff may select awardees based on the following criteria:
 - a. Participation in activities;
 - b. Completion of assignments/activities;
 - c. Teamwork;
 - d. Leadership skills; and
 - e. Interest in pursuing a career in the transportation industry.

Deliverable: The successful offeror must host a closing/awards program upon conclusion of the NSTI which includes recognition of exemplary participants.

Offeror Response

III-7. Reports and Project Control.

- A. Evaluations and Final Report.** The NSTI must administer program evaluations. Students, faculty, staff, and guests must be provided evaluation forms for completion by the host site. Speakers, field trips, academic programs, enhancement programs, sports/recreation programs, faculty and staff, and host site facilities must be included in the evaluation. Host sites should administer weekly evaluations and overall participants' program evaluations at the end of the program.
- B. Weekly Evaluations.** The Project Director shall ensure that weekly evaluations of speakers, field trips, and the academic, enhancement, and sports/recreation programs are administered to program participants. The results of the weekly evaluations should be summarized and used to capture best/promising practices, and identify areas that require enhancement.
- C. Faculty/Staff Evaluation of Host Site Activities.** The Project Director must ensure host site staff evaluates the effectiveness of the NSTI.
- D. Host Site Overall Program Evaluation.** The purpose of the evaluation is to determine how well the program has accomplished its goals and identify ways to improve the effectiveness of the NSTI. The overall program evaluations must be administered at the end of the NSTI and include summary evaluations of each NSTI component. The information should be utilized to complete the post program questionnaire.

1. Host sites must complete the post-program questionnaire developed by FHWA within thirty (30) days after the conclusion of the program (an electronic link will be provided in a separate communication).
2. Host sites must also complete a final report for PennDOT. The report must include a narrative summary of the program, the aforementioned evaluations and results, and any other pertinent information regarding the program. The report should be comprehensive in its summary and evaluation of the program including identification of deficiencies and proposed solutions, and best practices. The report must be submitted to PennDOT no later than September 15th.

Deliverable: The successful Offeror must complete weekly, faculty/staff, and host site overall program evaluations. Complete NSTI Program questionnaire provided by FHWA. Complete final report and submit to PennDOT.

Offeror Response

III-8. Objections and Additions to Standard Contract Terms and Conditions. The Offeror will identify which, if any, of the terms and conditions (contained in **Part VI**) it would like to negotiate and what additional terms and conditions the Offeror would like to add to the standard contract terms and conditions. The Offeror's failure to make a submission under this paragraph will result in its waiving its right to do so later, but the Issuing Office may consider late objections and requests for additions if to do so, in the Issuing Office's sole discretion, would be in the best interest of the Commonwealth. The Issuing Office may, in its sole discretion, accept or reject any requested changes to the standard contract terms and conditions. The Offeror shall not request changes to the other provisions of the RFP, nor shall the Offeror request to completely substitute its own terms and conditions for **Part VI**. All terms and conditions must appear in one integrated contract. The Issuing Office will not accept references to the Offeror's, or any other, online guides or online terms and conditions contained in any proposal.

Regardless of any objections set out in its proposal, the Offeror must submit its proposal, including the cost proposal, on the basis of the terms and conditions set out in **Part VI**. The Issuing Office will reject any proposal that is conditioned on the negotiation of the terms and conditions set out in **Part VI** or to other provisions of the RFP as specifically identified above.

Offeror Response

PART IV

COST SUBMITTAL

IV-1. Cost Submittal. The information requested in this **Part IV** shall constitute the Cost Submittal. The Offeror is required to submit two (2) copies of the Cost Submittal. The Cost Submittals shall be placed in separate envelopes within the sealed proposal, and kept separate from the technical submittal. The total proposed cost should be broken down into the components set forth in **Appendix D – Cost Submittal**. Provide a detailed budget and narratives, (**Appendix L - Table B– Program Cost**). Offerors should **not** include any assumptions in their cost submittals. If the Offeror includes assumptions in its cost submittal, the Issuing Office may reject the proposal. Offerors should direct in writing to the Issuing Office pursuant to **Part I, Section I-9** of this RFP any questions about whether a cost or other component is included or applies. All Offerors will then have the benefit of the Issuing Office’s written answer so that all proposals are submitted on the same basis.

The Issuing Office will reimburse the selected Offeror for work satisfactorily performed after execution of a written contract and the start of the contract term, in accordance with contract requirements, and only after the Issuing Office has issued a notice to proceed.

A. Program Cost. There are no cost-sharing requirements for the NSTI Program, however, host sites are encouraged to identify in-kind contributions and to leverage other resources wherever possible. Host sites cannot charge any types of fees of any kind (e.g., application, retention, supplies) even if the fee is reimbursable to the participants.

Please note the following limitations with regard to the program costs:

1. The Budget varies annually based upon available federal funding. It is anticipated that the budget for the 2018 NSTI program will be no more than \$85,000.00. The Issuing Office may reject proposals that exceed this estimated budget.
2. Federal funds may not be used to provide stipends to program participants.
3. The FHWA HCR has capped the Federal cost for the following budget items:
 - a. Personnel and Fringe: Not to exceed 45% of total requested funding amount.
 - b. Indirect Cost: Not to exceed 15% of the requested budget direct cost.
 - c. Caps pertain to FHWA funding only.

B. Budget Summary. The detailed budget summary (**Appendix L - Table B– Program Cost**) is a skeletal outline that shows how the program’s total cost will be allocated to line items. Also, identify in-kind contributions, e.g. human capital and/or material resources such as materials, equipment or services that are given without charge to the program or organization.

C. Budget Amendment. When requesting approval for budget amendment(s), the Project Director must consult with the NSTI Program Administrator. The NSTI Program Administrator will review and determine the validity of the proposed request and consult with the FHWA Division Office. The Division Office may approve or disapprove the request without HCR’s involvement as long as it falls within the guidelines of budget expenditures. However, if the Division Office is unsure if the request is allowable, they will contact HCR. The Division Office will notify PennDOT

in writing as to whether a proposed budget amendment is approved. PennDOT will in turn notify the Project Director in writing. Any expenditures made without prior approval of PennDOT, the Division Office, and HCR (if applicable) will not be reimbursed.

- D. Reimbursement Procedure.** The host site must follow PennDOT's procedures for reimbursement of NSTI expenditures. PennDOT will follow Commonwealth rules and regulations regarding cost reimbursement (e.g., time requirements, proper documentation requirements, contact person, etc.).
1. Expenses on invoices should reflect expenses listed in the budget submitted—receipts for allowable services, supplies, travel, and equipment should be attached to your final invoice.

- E. Procurement Procedures and Incurred Expenses.** The Project Director, or his/ her delegate must procure all supplies, travel, equipment, and services using the normal procurement procedures of the host site. Neither the Project Director nor the NSTI staff may, at any time, violate the procurement procedures of PennDOT, the college or university. Any expense incurred by the Project Director or the NSTI staff outside of the normal procurement process for the host site will NOT be an allowable expense under the cooperative agreement with PennDOT.
1. Code of Federal Regulations § 200.317 Procurements by States – When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-federal funds.
 2. Code of Federal Regulations § 200.319 Competition – All procurement transactions must be conducted in a manner providing full and open competition.

- F. Financial Reports.** The NSTI must follow the Commonwealth's procurement process regarding the submission of financial reports. However, HCR may require the NSTI to submit a financial report to the FHWA Division Office. The report should include all expenditures whether invoice or not.

G. Budget Categories/Definitions.

1. **Personnel.** Includes all expenditures for direct services of persons who are in the employment of the Host Site, regardless of whether such employment is on a permanent, temporary, or fee basis.
2. **Fringe Benefits.** Includes all employer contributions made by the host site on behalf of employees, e.g. medical insurance.
3. **Recruitment.** Includes all expenditures for the recruitment of the participants for the NSTI program. A brief explanation is required for travel. Allowable items/activities may include the following:
 - a. Travel (Program Director) – visit/participate in school activities and/or meet with participant counselors to market the NSTI program.
 - b. Production of flyers, application packages, participant selection/non-selection notification letters and any other required program documents at a reasonable cost.

- c. Postage, such as the mailing of applications and other program documents to public/ private middle and high schools, and to participants at a reasonable cost.
4. **Contractual Services.** Includes all expenditures for services, other than by official employees of the Host Site, which includes the use of equipment, materials, or commodities.
5. **Food.** Includes all expenditures in the following categories at a reasonable cost:
 - a. Orientation meeting.
 - b. Residential program – Breakfast/Lunch/Dinner.
 - c. Non-residential program – Lunch.
 - d. Closing Program.

Note the following concerning food costs:

- Cost of all meals, including during field trips must be included in program budget.
 - Disallowed – Federal funds may not be used for snacks.
6. **Travel.** Includes all expenditures for participants’ travel (i.e., transportation, lodging, and other charges necessary to the approved travel.) All field trips/travel plans should be identified individually. Travel requirements must be met using the most economical form of transportation available. The following information should be provided:
 - a. Total number of trips planned.
 - b. Number of participants for each trip. (e.g., Project Director, 15 participants, 3 participant counselors.)
 - c. Type of trip. (e.g., In-State or Out-of-State.)
 - d. Name/location of the event.
 - e. Purpose of the trip. (identify what the participants will be doing – a tour and/or brief presentations, hands-on activities, etc.)
 - f. Entrance fee per person, if applicable.
 - g. Fares for common carriers, auto/van rentals, or other chartered transportation services.
 - h. Cost of food, if applicable.

Please note that only educational transportation related trips will be approved for funding. A brief narrative explaining how the trip relates to transportation must be included.

7. **Supplies.** Identify all materials and supplies needed for the daily implementation of the NSTI program such as program and training supplies. Include the cost and number of items being purchased.

Please note the following in regards to the supplies costs:

- a. Transportation charges on supplies are a part of the cost supplies and will be charged and classified as such. Please provide a narrative for any items that require an explanation (e.g. special software-please include the purpose).

- b. Federal funds may not be used to purchase host site equipment, such as computers.
- 8. **Room and Board.** Includes the cost of sleeping accommodations and meals for participants and staff who are not employees of the host site.
- 9. **Indirect Cost.** Indirect cost is any cost that cannot be directly attributed to the project and may cover services and products such as telephone bills, utilities, rent payments, and maintenance costs. For the purpose of the NSTI Program, HCR has capped the indirect cost not to exceed 15% of the direct cost.

Offeror Response

PART V

DISADVANTAGED BUSINESS ENTERPRISE SUBMITTAL

- V-1. Disadvantaged Business Enterprise.** Because this contract involves the use of Federal highway, transit or aviation funds originating from the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), the Federal Aviation Administration (FAA) or the National Highway Transportation Safety Administration (NHTSA), then the requirements of the Federal Disadvantaged Business Enterprise program set forth in Title 49 Code of Federal Regulations Part 26 must be followed.

The DBE requirements and forms to be executed by the Offeror are contained in **Appendix G – Disadvantaged Business Enterprise Requirements**

PART VI

STANDARD CONTRACT TERMS AND CONDITIONS

VI-1 – Standard Contract Terms and Conditions can be found at:

http://www.dgs.pa.gov/Documents/Procurement%20Forms/BOP-1204_Std_TermsAndConditions-PaperContract.pdf