

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 72	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER DTNH22-13-R-00652		4. TYPE OF SOLICITATION ☐ SEALED BID (IFB) ☒ NEGOTIATED (RFP)		5. DATE ISSUED 02/01/2013	
						6. REQUISITION/PURCHASE NUMBER 13-00066	
7. ISSUED BY CODE NPO-320 Office Of Acquisition Management DOT/NHTSA/NPO-320 1200 New Jersey Avenue, SE W51-310 Washington, DC 20590		8. ADDRESS OFFER TO (If other than Item 7) See Section L.5.1					

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

SOLICITATION			
9. Sealed offers in original and _____ 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 _____ NHTSA _____ until 1400 ET local time 03/05/2013 (Hour) (Date)			
CAUTION: LATE Submissions, 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 S. Peter Shultz		B. TELEPHONE (NO COLLECT CALLS)
	AREA CODE 202	NUMBER 366-9561	EXT. PETE.SHULTZ@DOT.GOV

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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 (See Section I, Clause No. 52.232.8)		10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)	
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		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 NUMBER		15C. CHECK IF REMITTANCE ADDRESS ☐ IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE		18. OFFER DATE
AREA CODE	NUMBER	EXT.				

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: ☐ 10 U.S.C. 2304 (c) () ☐ 41 U.S.C. 253 (c) ()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than Item 7)		CODE		25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print) S. Peter Shultz				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
				28. AWARD DATE	

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	The purpose of this procurement is to acquire media, communication, and advertising support services for US DOT National Highway Traffic Safety Administration (NHTSA). The contract resulting from this RFP will run for a maximum of five years (2 base years, 3 option years.) THIS PROCUREMENT IS BEING SET ASIDE 100% FOR SMALL BUSINESSES. The synopsis for this RFP was posted on FBO.GOV on the 31st of January 2012 and amended on the 2nd of February 2012 under RFP Number DTNH22-12-R-00531. Delivery: 12/03/2012 Delivery Location Code: SHIP TO (1) DOT/NHTSA/ 1200 New Jersey Avenue, SE Washington DC 20590 FOB: Destination Media, Communications, and Advertising Support Services				

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES, AND PRICE/COST

B.1 SUPPLIES/SERVICES

The Contractor shall furnish all the necessary qualified personnel, facilities, materials, supplies, equipment, and services to fulfill the requirements of this Contract and any Task Orders issued under this contract for the effort entitled, *National and Regional Media and Communications Support Services*.

B.2 DEFINITIONS AND ACRONYMS

Refer to Attachment (1) for “Acronyms and Definition of Terms” applicable to this Contract.

B.3 OBLIGATION SUMMARY

B.3.1 Minimum Obligation of the Government. The Government guarantees to acquire a minimum of \$50,000 of supplies and services.

B.3.2 Maximum Obligation of the Contractor. The Contractor is obligated to provide supplies and services up to the ceiling amounts cited in Section B, Price Schedules for each contract period (based period and option periods.)

B.4 PRICE SCHEDULES**B.4.1 BASE PERIOD ONE** (From the effective date of the Contract through 12 months thereafter.)**TOTAL BASE PERIOD ONE CEILING AMOUNT: \$ (To Be Determined at time of Award)**

Functional Area	Loaded Fixed Functional Area Rates
Account Management	\$
Ad Production	\$
Media Buy	\$
Press Events/Earned Media	\$
Planning and Research	\$
State Technical Assistance	\$
Creative Collateral Design	\$
Conference, Meetings, National Forum	\$
Marketing and Communications Training	\$
Other Direct Costs	Applicable Indirect Cost Rate
Discretionary Advertising	%
Miscellaneous Direct Costs	%
Travel	%
Statutorily-Mandated Advertising	0

B.4.2 BASE PERIOD TWO (From the end of Base Period One through 12 months thereafter.)**TOTAL BASE PERIOD TWO CEILING AMOUNT: \$ (To Be Determined at time of Award)**

Functional Area	Loaded Fixed Functional Area Rates
Account Management	\$
Ad Production	\$
Media Buy	\$
Press Events/Earned Media	\$
Planning and Research	\$
State Technical Assistance	\$
Creative Collateral Design	\$
Conference, Meetings, National Forum	\$
Marketing and Communications Training	\$
Other Direct Cost	Applicable Indirect Cost Rate
Discretionary Advertising	%
Miscellaneous Direct Costs	%
Travel	%
Statutorily-Mandated Advertising	0

B.4.3 OPTION PERIOD ONE (From the end of Base Period Two through 12 months thereafter.)**TOTAL OPTION PERIOD ONE CEILING AMOUNT: \$ (To Be Determined at time of Award)**

Functional Area	Loaded Fixed Functional Area Rates
Account Management	\$
Ad Production	\$
Media Buy	\$
Press Events/Earned Media	\$
Planning and Research	\$
State Technical Assistance	\$
Creative Collateral Design	\$
Conference, Meetings, National Forum	\$
Marketing and Communications Training	\$
Other Direct Cost	Applicable Indirect Cost Rate
Discretionary Advertising	%
Miscellaneous Direct Costs	%
Travel	%
Statutorily-Mandated Advertising	0

B.4.4 OPTION PERIOD TWO (From the end of Option Period One through 12 months thereafter.)**TOTAL OPTION PERIOD TWO CEILING AMOUNT: \$ (To Be Determined at time of Award)**

Functional Area	Loaded Fixed Functional Area Rates
Account Management	\$
Ad Production	\$
Media Buy	\$
Press Events/Earned Media	\$
Planning and Research	\$
State Technical Assistance	\$
Creative Collateral Design	\$
Conference, Meetings, National Forum	\$
Marketing and Communications Training	\$
Other Direct Cost	Applicable Indirect Cost Rate
Discretionary Advertising	%
Miscellaneous Direct Costs	%
Travel	%
Statutorily-Mandated Advertising	0

B.4.5 OPTION PERIOD THREE (From the end of Option Period Two through 12 months thereafter.)**TOTAL OPTION PERIOD THREE CEILING AMOUNT: \$ (To Be Determined at time of Award)**

Functional Area	Loaded Fixed Functional Area Rates
Account Management	\$
Ad Production	\$
Media Buy	\$
Press Events/Earned Media	\$
Planning and Research	\$
State Technical Assistance	\$
Creative Collateral Design	\$
Conference, Meetings, National Forum	\$
Marketing and Communications Training	\$
Other Direct Cost	Applicable Indirect Cost Rate
Discretionary Advertising	%
Miscellaneous Direct Costs	%
Travel	%
Statutorily-Mandated Advertising	0

SECTION C – DESCRIPTION, SPECIFICATION, WORK STATEMENT

C.1 BACKGROUND

The National Highway Traffic Safety Administration (NHTSA) is an agency within the U.S. Department of Transportation. NHTSA's primary mission is to save lives, prevent injuries and to reduce traffic-related deaths and economic losses resulting from motor vehicle crashes. This is accomplished by:

- Setting and enforcing national safety performance standards for motor vehicles and equipment;
- Researching and demonstrating promising strategies to influence positive traffic safety behaviors;
- Providing grants to state and local governments to enable them to conduct effective local highway safety programs; and
- Planning and executing strategic communication campaigns to support program activity.

Two of NHTSA's national priority programs are designed to increase seat belt use and prevent drunk driving. Research has demonstrated that increasing belt use and preventing drunk driving will have the most significant impact on meeting NHTSA's core mission. NHTSA also develops messaging and materials on child passenger safety, distracted driving, speeding, and highway safety issues pertaining to teens, motorcycles, pedestrians, bicycles, school buses, and older drivers.

Drunk driving deaths account for nearly 31 percent of all traffic fatalities annually. Drunk driving is one of the most often committed crimes in America, affecting 1 in 3 Americans annually, resulting in 1 fatality every hour, 27 deaths every day. Almost 10,000 people lost their lives in 2011 in crashes involving drivers with blood alcohol content (BAC) of .08 and above.

It is estimated that increasing seat belt use can reduce fatalities by up to 45 percent in passenger cars and 60 percent in light trucks. Every increase in seat belt use translates to lives saved and injuries prevented. NHTSA estimates that every one percentage-point increase represents 2.8 million more Americans buckling up, 250 additional lives saved, and 4,000 fewer serious injuries annually.

Every day in 2011, an average of 2 children age 12 and younger were killed and an average of 340 were injured in motor vehicle traffic crashes as occupants and passenger vehicles. For children ages 1 through 12, it is the leading cause of death. NHTSA is committed to working closely with partners, safety advocates, and directly with consumers to help those who transport children make the kind of choices to keep them alive and safe.

Crash-related motorcycle fatalities increased by 2 percent in 2011 compared to 2010. In 2011, 4,612 motorcyclists were killed and an additional 81,000 motorcyclists were injured. These cumulative increases have become a challenge to NHTSA's progress in increasing highway safety.

Traffic crashes are the leading cause of death among Latinos from the ages of 1 to 34 years, and the third overall cause of death. Crashes are twice as likely to kill Latino male teenagers as their white counterparts, although teenage Latino males drive fewer miles. As the Latino population continues to increase in the United States, their exposure to traffic crashes and resultant injuries and fatalities is also expected to increase. Therefore, it is clear that specialized public information efforts designed to positively and demonstrably change traffic safety behaviors among the Latino population are required. To meet its mission of decreasing fatalities and injuries on our Nation's roadways, NHTSA must continue to develop culturally appropriate messaging and materials on seat belts, child passenger safety, drunk

driving, motorcycles, pedestrians, bicycles, school buses, older drivers, distracted driving, and other NHTSA-based communication initiatives.

NHTSA's behavioral communications strategy utilizes an integrated approach to develop and implement its communications programs. This integrated approach includes reviewing traffic data, market research, advertising, media relations, collateral materials, partnerships, and evaluations.

While highly visible enforcement activity continues to be the anchor for the national communications program, other integrated communications activity must continue throughout the year to keep the message fresh and in front of the American public. Consistent and continual reminders of the horrific human and economic costs of motor vehicle crashes must be developed. Effective communication must be maintained not only with the target audiences, but policy makers must also be made aware of the potential lifesaving actions they can take to alleviate these problems.

C.2 OBJECTIVE

The objective of this Contract is to provide timely, efficient, effective and expert marketing, public relations and advertising support to NHTSA, and its partners, in the management of its national seat belt and alcohol campaigns and other highway traffic safety programs regarding child passenger safety, distracted driving, speed, pedestrian, motorcycle, bicycle, school bus, and older driver safety programs. In addition, the Contract may be used to develop communication materials targeting the Hispanic population to support national seat belt and alcohol campaigns.

This Contract establishes the legal instrument through which Task Orders may be awarded, on an as-needed basis, to support this Contract's Objectives.

C.3 PURPOSE

The purpose of this Contract is to acquire integrated media, marketing, and advertising services to enhance NHTSA's behavioral safety programs through NHTSA's Office of Communications and Consumer Information (OCCI). This support will be used by NHTSA, state partners, highway safety and public health advocates throughout the United States to promote traffic safety messages; raise traffic safety awareness; and increase positive traffic safety behaviors among segmented targeted populations through the combination of enforcement and related media support for the national seat belt and impaired driving campaigns. In addition, support is needed for strategically designed communication initiatives that support programs relating to child passenger safety, motorcycles, pedestrians, bicycles, school buses, distracted driving, older drivers, and other NHTSA-based communication initiatives as identified.

C.4 CONTRACT REQUIREMENTS

C.4.1 Location of Key Contractor Staff

To ensure close coordination between the Government and the Contractor, and to respond to requirements with short deadlines, the Contractor shall maintain key project staff and facilities within the District of Columbia metropolitan area. The Contractor shall plan on maintaining these facilities outside DOT Headquarters or other federal government facilities (i.e., the federal government will not provide the Contractor with facilities and/or equipment needed to perform this contract's efforts directly. Rather, any costs associated with maintaining the Contractor's facilities shall be recovered as part of the Contractor's Indirect Cost Rates.)

C.4.2 Contract Kickoff Meeting

Although specific requirements shall be identified in each individual Task Order, the Contractor shall, as part of Task Order 01, participate in a Contract Kickoff Meeting within seven (7) days after Contract Award. Key members of the Contractor's staff shall meet with key NHTSA personnel (at NHTSA Headquarters in Washington, DC) to discuss the performance and administration of this Contract and awarded Task Orders. More specifically, the terms and conditions of the Contract, the Task Order review and award process, and the invoice submission and approval process will be discussed.

C.4.3 General Requirements

As discussed in Section H of this Contract, specific project requirements will be assigned to the Contractor through execution of Contract Task Orders. In general terms, Task Order requirements could include the following:

- Develop a national year-long research-based strategic and tactical communication plan for all highly visible enforcement (HVE) campaigns and other priority highway safety issues. The plan shall also provide strategies and tactics for time periods beyond the HVE times.
- Provide technical assistance to NHTSA to develop and promote traffic safety communications to reduce crashes, and the resulting injuries and deaths to English and Hispanic speaking populations. Expertise needed includes the ability to conduct market research, understand the use of multimedia platforms that include TV, radio, print, outdoor, and Internet developing and/or reviewing media plans; develop communication strategies and tactics, use social media, and develop collateral materials to support state/local campaigns.
- Develop national media buy plans for each cycle of paid advertising and, once approved, place advertising. Media waves support national high visibility enforcement campaigns to increase seat belt use and decrease impaired driving. It is anticipated that a minimum of three to five (3 – 5) national media waves will be conducted during a calendar year and that each buy shall run for approximately 14 – 17 days.
- Conduct market research to enable NHTSA and its partners to effectively and efficiently reach at risk and culturally appropriate target audiences as it relates to traffic safety issues.
- Develop, maintain, and update new or existing Websites.
- Acquire photography services and manage the execution of photo and video shoots necessary to carry out NHTSA programs and campaigns as required. The Contractor shall manage talent rights/fees for existing and newly created advertisements.
- Adapt existing materials into culturally appropriate languages, and create new materials that positively resonate with targeted populations, and meet the guideline set forth by the American Translators Association.
- “Refresh” existing ads and, when appropriate, develop new ads for NHTSA priority areas and emerging critical highway safety issues.
- Provide technical assistance to NHTSA's Regional Offices and highway safety offices in communication strategies and tactics.
- Provide technical assistance in planning and implementing the Office of Communication's National Strategic Communications Forum and Communications (every other year) and training sessions in states and regions at a minimum of two (2) per year.

- Conduct and/or participate in meetings and conference calls in support of basic program management activities and provide meeting/conference notes in a timely manner.
- Produce and submit reports that provide well organized and detailed analysis of national campaigns and demonstration activities.

C.4.4 Examples of Past Task Orders

It is anticipated that the general requirements specified in Task Order 01, and applicable to Base Year 1, will continue as requirements in Base Year 2 and any exercised Option Years. Therefore, prior to each Contract Year, the Contractor should anticipate receiving a Task Order assignment that is the same as, or very similar to that specified in Task Order 01.

In addition to the known, potentially recurring requirements established in Task Order 01, this contract Section C.4.4 also provides the Contractor with examples of past Task Order requirements which were fulfilled under the preceding contract. These Task Order requirements are presented as **examples only and shall not be construed** as an obligation on the part of the government to obligate funds or for the Contractor to incur costs associated with these examples. Any Government obligation of funds and the authority to incur costs for contract work shall be provided in awarded Task Orders. Examples C.4.4.1 through C.4.4.5 neither represent any current nor future known requirements under this contract.

C.4.4.1 *Distracted Driving Initiative*: The objective of this Task Order was to use a strategy that combined technical assistance to the jurisdictions, program evaluation, earned media development, and TV, radio, print and web-based materials, along with paid media, designed to educate the driving public in two intervention communities (Hartford, CT and Syracuse, NY) about increased enforcement of State laws that ban cell phone or texting while driving, and to increase the perceived risk of enforcement.

Period of Performance: Eighteen (18) months.

C.4.4.2 *Next Generation Click It or Ticket (CIOT) Demonstration Project*: The objective of this Task Order was to provide media production services and technical assistance to support each Next Generation state's enforcement wave. More specifically, the Contractor was required to provide media services to assist the demonstration states of Arizona and Massachusetts with its high visibility enforcement efforts for the Next Generation CIOT project. The Contractor modified two (2) Next Generation TV ads with state specific photography, developed three to five (3-5) radio scripts and produced one (1) radio ad. The Contractor retagged two (2) TV and two (2) radio ads, developed two (2) media buy plans, and placed two (2) state media buys. The Contractor provided technical support and media advice and developed a state specific sample template for earned media with the message of *Click It or Ticket* for three enforcement waves.

Period of Performance: Seventeen (17) months.

C.4.4.3 *Support for Second Phase of a Youth Access to Alcohol Demonstration Project* :

Under a separate NHTSA Task Order, two high visibility enforcement demonstration projects were developed to reduce underage drinking and to evaluate the use of high visibility enforcement of underage drinking laws and the impact on enforcing those laws on the underage population in two selected cities. For this Task Order, the Contractor analyzed data from the previous demonstration projects to determine the level of success the previous creative advertising had on the target audience, and if revisions to the creative advertising were necessary. In addition to the

evaluation of the radio and print concepts, the Contractor, in accordance with OMB regulations, assisted in the market research by developing the screener and questionnaire prior to focus group testing. The Contractor was required to develop six (6) new print concepts and four (4) new radio concepts for testing. To determine the validity of the previous and new creative concepts, the Contractor conducted two sets of focus groups, two in each city for a total of four (4). The Contractor was required to negotiate focus testing site locations, conduct four (4) focus tests in the two (2) cities, and prepare a top line report based on the focus test findings with recommendations on which concepts were to be used for the Second Phase of the Youth Access to Alcohol Demonstration Project. The Contractor also conducted a one-day communications “workshop” at each site, to devise a media buy plan for radio and print.

Period of Performance: Twenty-seven (27) months.

C.4.4.4 Support for NHTSA / NASCAR Partnership

The objective of this Task Order was to create television, radio, in venue advertising, print and digital media to promote a joint NHTSA / NASCAR campaign against distracted driving. In doing so, the Contractor was required to place advertising in donated media, and manage and coordinate local site activity with NASCAR.

Period of Performance: Thirteen (13) months.

C.4.4.5 Hyperthermia Awareness

The objective of this Task Order was to provide communications support to raise awareness of the dangers to children left in vehicles, especially thru the hotter months of the year. In doing so, the Contractor was required to develop a number of key message points to be tested against the target audiences during focus group testing. The messages that resonated the best were incorporated into communications project materials. In support of the Hyperthermia Communications project, the Contractor also performed market research to ascertain messages that would resonate with the target audience. The Contractor provided the COTR with a topline report with an analysis of the research, including findings and recommendations. The Contractor submitted to NHTSA a suite of creative marketing and outreach materials which incorporated key messages about dangers to children left in vehicles. The Contractor provided recommendations for a hyperthermia communications campaign, including outreach efforts. The recommendations took known data, message development and results from market research into consideration. The Contractor was tasked to implement activities to disseminate communications materials, to support online media such as HTML templates and wireframes, to support other media, and to conduct press events. The Contractor was requested to develop paid media advertisements (to include non-traditional media), develop new ads for radio, online, and print. Work also included planning, placing media buys and providing post-buy analysis. The Contractor developed paid media recommendations after media markets were defined. Once the media strategy was selected by NHTSA, the Task Order was modified to cover the cost for Discretionary Advertising.

Period of Performance: Eight (8) months.

SECTION D – PACKAGING AND MARKING

D.1 GENERAL INSTRUCTIONS

Preservation, packaging, and packing of all shipments or mailing of all work delivered under this contract shall be done in accordance with good commercial practices and to insure acceptance by common carrier (if applicable) and safe transportation at the most economical rate(s).

To the maximum extent practical, the Contractor shall transmit all contract deliverables electronically (e-mail). Unless specifically exempted by the Contracting Officer, all other deliverables, including deliverables which are required in hardcopy format or electronically stored onto compact disc (CD) or USB storage drive, shall be sent to the “Place of Delivery”, as specified in each awarded Task Order, via commercial delivery service (e.g. FEDEX, UPS, DHL, etc.)

Due to increased security concerns within the Washington DC area, deliverables sent via US Postal Service can be delayed and, as part of the screening process, may be damaged. For this reason, the US Postal Service should not be used to transmit deliverables.

D.2. FORMATTING TEXT AND IMAGE DELIVERABLES (JUN 2009)

For those deliverables submitted electronically as text or image files, the following specifications apply.

D.2.1 Text

Text files shall be delivered in Microsoft WORD 2010 format. Font type of Times New Roman with a font size of 12 shall be used throughout the document. The Contractor shall minimize additional formatting as much as possible e.g. avoid use of columns) Avoid using any design/layout elements (however, see D.2.2, D.2.3, and D.2.4 below.)

D.2.2 Charts and Graphs

The Contractor shall develop charts or graphs using Microsoft EXCEL 2010 and shall insert these in the appropriate places within the text document. The Contractor shall also provide the Microsoft EXCEL source file from which charts or graphs were developed.

D.2.3 Illustrations

NHTSA’s Office of Communication Services is responsible for developing or acquiring most illustrations found in NHTSA publications. These illustrations can take two forms:

- a. **Graphics** – In the majority of cases, the Office of Communication Services will develop any needed graphics in collaboration with the COTR. The Contractor shall provide text, graphs, and charts following the guidelines stipulated in D.2.1 and D.2.2 above. In some cases, the Contractor may be required to develop graphics. In these cases, the Contractor shall use only software approved by the U.S. Government Printing Office (e.g. Adobe Illustrator.)
- b. **Photographs** – When photos are used in NHTSA publications, the Office of Communication Services typically uses existing photos or photos purchased through royalty-free sources. In the event the Contractor must supply photos for use in a publication, the photos must be high resolution images at least 300 dpi at the size used in the publication. Photos shall be supplied on a CD or DVD in either .tif format (for scanned images) or .jpg (for images downloaded to the CD or DVD directly from the digital camera.). **NOTE:** If a photograph is supplied by an outside source (Contractor, grantee, national organization, etc.), a release form must accompany the photo

indicating that the human subjects in the photo authorize NHTSA to use the photo in its publications and on its Internet site. The Contractor is responsible for ensuring that the necessary arrangements have been made with the photographer and the subjects in the photo to ensure that NHTSA has unlimited rights to use the images in print and on the web. The Contractor shall obtain, and provide to NHTSA, a written statement indicating that NHTSA has unlimited, unrestricted rights to the use of the photos.

D.2.4 Web-based Images

Occasionally, web-based images may be used in NHTSA publications. The Contractor is cautioned that copyright laws restrict use of many of these images even if this is not expressly indicated at the website. Additionally, the resolution of most web-based images is not high enough to provide a clear image when published. For these reasons, web-based images should not be used.

SECTION E – INSPECTION AND ACCEPTANCE

E.1. 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 clauses may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/index.html>

FAR Clause Number	FAR Clause Title (Thru FAC 2005-62)
52.246-6	Inspection—Time-and-Materials and Labor-Hour (MAY 2001)

E.2. INSPECTION AND ACCEPTANCE

The Contracting Officer's Technical Representative (COTR) as designated in this contract will be responsible for the overall administration of this contract. Each Task Order under this contract will name a Contracting Officer's Technical Representative, Task Order (or "COTR(TO)"). The COTR(TO) will be responsible for performing the inspection of all supplies or services rendered under the Task Order. This includes recommending acceptance or rejection of Task Order deliverables as well as reviewing, certifying, and recommending to the Contracting Officer that invoices be approved or rejected.

SECTION F – DELIVERIES OR PERFORMANCE

F.1 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 clauses may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/index.html>

FAR Clause Number	FAR Clause Title (Thru FAC 2005-62)
52.242-15	Stop Work Order (AUG 1989)
52.247-35	F.O.B. Destination, Within Consignee's Premises (APR 1984)

F.2. PERIOD OF PERFORMANCE

F.2.1. Base Period

All work required under this Contract shall be ordered within twenty-four (24) months following the effective date of the contract. This 24-month period is identified as the Contract's Base Period.

F.2.2. Option Period

Subject to the FAR clause 52.217-9 "Option to Extend the Term of the Contract" (See Section I. of this Contract) the Government reserves the right to extend the period of performance of this contract by an additional three (3) years (in one-year option periods) resulting in a total potential period of performance for this Contract of five (5) years.

F.3. DELIVERABLES / MILESTONES

F.3.1. Deliverables / Milestone Schedule:

<u>Item No.</u>	<u>Deliverables / Milestones</u>	<u>Due Date</u>
1	Consolidated Status Report (See F.4.1)	No later than the 15 th of the month following the month being reported
2	Task Order Report (See F.4.2)	Refer to individual Task Orders for specific requirements

F.3.2 Place of Delivery

Unless otherwise specified, deliverables shall be furnished, electronically, to the following addresses:

<u>Item No.</u>	<u>Address</u>
1	Contracting Officer's Technical Representative (COTR) for the Contract (Name and Address to be provided at time of Contract Award)
1	NHTSA Contracting Officer (Name and Address to be provided at time of Contract Award)
2	Contracting Officer's Technical Representative (Task Order) (Name and Address to be provided in each awarded Task Order)

F.4 STANDARD REPORTING FORMATS**F.4.1 Consolidated Status Report Description**

On or before the 15th of each month following the month being reported, the Contractor shall submit a letter-type Consolidated Status Report that provides the following information for each active Task Order:

1. Costs incurred during the reporting period;
2. Total costs incurred to date by Task Order;
3. Accomplishments made during the reporting period;
4. For each active Task Order included in the report, a response to the following statement:
Based upon a comparison between the Task Order Budget established at time of Task Order Award and the actual expenditures to date, the Contractor anticipates that the cost for completion of all Task Order requirements will be [Within Budget], [Over Budget], [Under Budget].
5. If the Contractor's response to the above statement is *Over Budget*, then the Contractor shall explain those conditions which resulted in the *Over Budget* status and explain what steps it plans to take in order to mitigate, or eliminate, the *Over Budget* status.
6. Planned actions for the following month.
7. Any actions the Contractor requires of NHTSA.
8. Problems or delays that the Contractor has experienced and specific actions that the Contractor proposes to undertake to alleviate the problems or delays.

F.4.2 Task Order Reports

Each awarded Task Order will include reporting and other deliverable requirements which are specific to that Task Order.

SECTION G – CONTRACT ADMINISTRATION

G.1 TREATMENT OF OTHER DIRECT COSTS

G.1.1 SUBCONTRACTOR LABOR AND OTHER DIRECT COSTS

(Except Statutorily-Mandated Advertising Costs)

For Subcontractor and Other Direct Costs, the Contractor will be reimbursed at cost and including appropriate indirect costs (consistent with the Contractor's usual accounting practices and FAR Part 31.) Indirect costs shall be applied only to the extent that they are not also included as part of the Contractor's Loaded Functional Area Rates as presented in Section B of this Contract. The Contractor may not apply Profit or Fee to Subcontractor or Other Direct Costs.

G.1.2 STATUTORILY-MANDATED ADVERTISING (SMA)

As defined and discussed in Attachment 1, *Statutorily-Mandated Advertising* is an Other Direct Cost category under this contract. Throughout the term of the contract, the United States Congress will provide special funding to NHTSA to be used for specifically-defined advertising campaigns. This Statutorily-Mandated Advertising (SMA) requires that 100% of this funding be used to secure advertising airtime and or secure print/internet space. **No SMA funds may be diverted** to pay for any other cost (either direct or indirect) nor may any SMA costs be retained by the Contractor as fee or profit.

Costs associated with SMA can be substantial. During CY 2012, the Contractor invoiced the government 15 times to cover SMA costs averaging \$1.5 million per invoice. One invoice reflected incurred costs of \$5.5 million.

To fulfill the advertising requirements of the resultant contract, the Contractor must have sufficient financial resources to incur these large costs and to carry these costs until reimbursed by the Government. In recognition of the burden Statutorily-Mandated Advertising costs may have on the Contractor, the Government has established procedures by which proper SMA invoices are processed for payment within 15 days after their receipt at the location designated in Section G.3 of this Contract.

G.2 TRAVEL COSTS

Travel costs will be reimbursed in accordance with FAR Part 31.

G.3 SUBMISSION OF INVOICES

G.3.1 Designated Billing Office (Postal Address)

If sent via US Postal Service or other mail carrier, the Contractor shall submit one (1) original copy of each invoice to the following address:

DOT/National Highway Traffic Safety Administration
Mike Monroney Aero Center
Accounts Payable Branch, AMZ-150
P.O. Box 268911
Oklahoma City, OK 73126

G.3.2 E-Mail Submission

As an alternative to mailing, the Contractor may scan its invoice into PDF format and transmit it electronically via e-mail to the following address:

9-AMC-AMZ-NHTSA-Invoices@faa.gov

The Contractor is responsible for ensuring the legibility of the PDF image. Illegible copies may be returned to the Contractor for re-scanning and may result in payment delays.

G.3.3 Task Order Invoicing

The Contractor shall submit its invoices by Task Order. Each Task Order invoice shall include:

1. Name and address of the Contractor.
2. Invoice date and invoice number.
3. Timeframe covered by the invoice.
4. NHTSA Contract number.
5. Task Order Number.
6. NHTSA Contracting Officer's Name.
7. NHTSA Contracting Officer's Technical Representative (TO) name.
8. Itemization of costs to include:
 - Identification of the Functional Area billed;
 - The applicable Loaded Functional Area Rates;
 - Number of hours worked for the invoice period **for each Functional Area billed**;
 - Extended Functional Area cost (i.e. Rate multiplied by Hours);
 - Identification of the Other Direct Cost categories applicable to the invoice period as well as their related costs;
 - Documentation supporting the Other Direct Costs claimed;
 - Amount for Indirect Costs applied to Other Direct Costs (consistent with Section G.1);
 - Total reimbursement requested for that specific invoice;
 - Cumulative Total of reimbursements to date for that Task Order;
9. Contractor's TIN and DUNS numbers.
10. Name and address of Contractor official where questions regarding payment should be referred.
11. Certification from the Contractor that costs claimed in the invoice are true and accurate.

G.4 TASK ORDERS

- a. In accordance with FAR 52.216-18 “Ordering,” the government reserves the right to issue Task Orders by US Mail, orally, by facsimile, or by electronic commerce methods (i.e. e-mail).
- b. All work to be performed under this contract will be ordered through the award of Task Orders. Each Task Order will identify a specific Media/Marketing requirement which falls within the general Scope of Work of this contract as described in Section C. The majority of Task Order requirements will be varied and will be developed throughout the contract year as needs are identified. However, it is anticipated that the requirements described in Task Order 01 to this contract will be recurring for each contract year (there may be some minor changes made to those requirements each year, but for the most part, they will stay the same). Accordingly, the Contractor should anticipate that the requirements for the first Task Order issued for each contract year will be similar to those presented in Task Order 01 to this Contract.
- c. Each Task Order will include:
 - A Cover Sheet (See Attachment 2).
 - Statement of Work.
 - Milestone and Deliverable Schedule.
 - Budget to include a Dollar Ceiling Amount which the Contractor shall not exceed.
 - Other Terms and Conditions that may apply.
- d. This Contract includes two methods for processing Task Orders: The Standard Task Order Process and the Expedited Task Order Process.

G.4.1 STANDARD Task Order Process

The majority of Task Orders will be issued through use of the Standard Task Order Process:

- a. As needs arise, the NHTSA Office of Communications and Consumer Information (OCCI) COTR(TO)s will identify specific project requirements. Those requirements will be transmitted to the NHTSA Office of Acquisition Management (OAM) as “Procurement Requests” (or “PRs”). Each PR will include:
 - A Statement of Work;
 - A listing of Key Milestones and Deliverables as well as applicable due dates;
 - Total period of performance for the Task Order to include a projected start date and required completion date;
 - Other information required by OAM.
- b. OAM will review the PR and, in consultation with the OCCI COTR(TO), make any revisions necessary to ensure that the Task Order requirements are clear and are within the scope of this contract.
- c. OAM will transmit the Task Order requirement to the Contractor as a Request for Proposal.

d. The Contractor shall review the Task Order Request for Proposal and shall develop a cost proposal for performing that Task Order's requirements. In doing so, the Contractor shall:

- Identify the appropriate Functional Areas;
- Estimate the levels of effort projected for each Functional Area;
- Identify the types of Other Direct costs the Contractor anticipates it will need to incur;
- Provide a dollar estimate for each Other Direct cost;
- Provide an explanation as to why each other Direct Cost must be incurred as well as justification for the cost estimate;
- Apply appropriate indirect costs (consistent with the terms and conditions of this contract);
- Provide the Total Estimated Cost Ceiling for the Task Order.

e. In addition to the cost proposal, the Contractor may also be required to submit a technical plan of action or other information that addresses the Contractor's approach to fulfilling the Task Order requirements.

f. Within the timeframe stipulated by OAM (typically one week), the Contractor shall provide OAM with its Task Order Cost Proposal and (if applicable) plan of action.

g. OAM, in consultation with OCCI COTR(TO) will review the Contractor's Task Order Proposal(s) and determine if it is acceptable, as is, or if negotiations are required. If negotiations are required, the OAM Contracting Officer will contact the Contractor and discuss any issues that must be addressed.

h. Following review and negotiations (if necessary), OAM Contracting Officer will provide the Contractor with a formal Task Order document for execution. The Contractor shall sign, date and return a copy of the Task Order to the Contracting Officer. Upon receipt, the Contracting Officer will sign, date, and provide the Contractor with a fully executed copy of the Task Order. To expedite the process, signed copies are typically scanned into PDF format and transmitted, via e-mail, between the Contractor and the OAM Contracting Officer.

G.4.2 EXPEDITED TASK ORDER PROCESS

There will be occasions when requirements are so urgent that the Standard Task Order Process would not result in a timely award. In these situations, an Expedited Task Order Process will be used as follows .

a. NHTSA's COTR(TO) will identify an urgent Task Order requirement which justifies use of Expedited Task Order Process.

b. The COTR(TO) will submit a DRAFT Task Order Statement of Work directly to the Contractor.

c. The Contractor shall review the DRAFT Statement of Work and, based on its requirements, will submit a Cost and (if applicable) Plan of Action or Technical Proposal to

the COTR(TO). The Cost Proposal shall contain the information discussed in G.4.1.d above.

d. The COTR(TO) will review the Contractor's submission and, if found acceptable, will submit the DRAFT Statement of Work and Contractor's proposals along with a formal Procurement Request to OAM for processing.

e. OAM will review the Procurement Request documentation. If necessary, the OAM Contracting Officer may issue a memo to the Contractor authorizing it to begin work and incur pre-Task Order Award costs (up to a specified ceiling amount) while the procurement request is being reviewed further. See Attachment 3 for an example of a Pre-Award Authorization Memo.

The Contracting Officer will review the DRAFT Task Order Statement of Work to ensure that it is within the scope of this Contract, is unambiguous, and is contractually sound. The Contracting Officer will also review the cost proposal to determine if it is fair, reasonable, and its costs are allowable under, and allocable to, this specific Task Order. If the Contracting Officer finds all documents to be acceptable, then he/she will issue the formal Task Order award document to the Contractor for execution. The steps in G.4.1.h above will then be followed.

If, on the other hand, the Contracting Officer does not find all Task Order documents to be acceptable, then the Contracting Officer will contact the Contractor and the COTR(TO) to discuss the Task Order requirements and work on resolving any issues. Depending upon the severity of problems with the Task Order documentation, the Contractor may be required to Stop Work on the Task Order until the problems are resolved or, in the most extreme case, the Task Order will be terminated.

G.4.3 TASK ORDER LIMITATION OF FUNDS

Task Orders may be fully funded at time of Task Order Award, or incrementally funded. Incrementally funded Task Orders issued under this contract are subject to FAR 52.232-22 "Limitations of Funds" (APR 1984).

G.5 GOVERNMENT PERSONNEL

G.5.1 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE, "COTR"

a. The Contracting Officer will designate a technical representative to assist in monitoring the work under this contract. The "Contracting Officer's Technical Representative" or "COTR" is responsible for monitoring progress and performance as well as assisting the Contracting Officer in the administration of this IDIQ contract.

b. 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 to authorize any changes which affect the contract prices, delivery schedules, period of performance or other terms or conditions. The Contracting Officer is the only individual authorized to make such change.

c. In the event any action by the COTR (or Contracting Officer's Technical Representative, Task Order" as identified in Paragraph G.5.d below) is interpreted by the Contractor as falling within the FAR clause 52.243-3 "Changes---Time-and-Materials or Labor-Hours", the Contractor shall not implement such direction, but shall notify the Contracting Officer in writing of such interpretation within five (5) calendar days after the Contractor's receipt of such direction. Such notice shall include (1) the reason upon which the Contractor bases its belief that the action falls within the purview of the "Changes" clause; and (2) the Contractor's best estimate as to any revisions to the terms of the Contract necessary to implement the change.

d. The official designated below is hereby designated the Contracting Officer's Technical Representative (COTR) for this contract:

To Be Identified At Time of Contract Award

G.5.2 ALTERNATE CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE, "ACOTR"

a. The Contracting Officer will designate a technical representative to serve as the "Alternate Contracting Officer's Technical Representative" or "ACOTR." The ACOTR will have all the responsibilities, and limitations, of the COTR when the COTR is not available.

b. The official designated below is hereby designated the Alternate Contracting Officer's Technical Representative (ACOTR) for this contract:

To Be Identified At Time of Contract Award

G.5.3 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE, TASK ORDER, "COTR(TO)"

a. The Contracting Officer will designate a technical representative to serve as the Contracting Officer's Technical Representative for each awarded Task Order. The "COTR(TO)" will have the same responsibilities and limitations as the contract's COTR, however, those duties and limitations are restricted to the specific Task Order for which that individual is designated. The COTR(TO) will also be responsible for reviewing all invoices submitted for those Task Orders and recommending to the Contracting Officer that they be approved for payment or informing the Contracting Officer of any problems which may result in the rejection and return of the invoices back to the Contractor.

b. COTR(TOs) will be identified in each awarded Task Order.

G.5.4 ALTERNATE CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE, TASK ORDER, "COTR(TO)"

As was the case for the Alternate COTR for the Contract, the Contracting Officer may also designate an Alternate COTR for each Task Order. This individual would have the same authority and responsibilities as the COTR(TO), but only when the COTR(TO) is not available to perform those duties. The ACOTR will also be designated in each awarded Task Order.

G.6 CONTRACTOR PERSONNEL**G.6.1 PROGRAM MANAGER**

- a. The Contractor shall identify a person to serve as this Contract's Program Manager. The Program Manager shall be the single point of contact between the Contractor and the COTR or Contracting Officer for matters related to this Contract.
- b. The Program Manager for this Contract is:

To be Identified at Time of Contract Award**G.6.2 TRANSPORTATION ACQUISITION REGULATION (TAR) CLAUSE 1252.215-73****"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:

To be Identified at Time of Contract Award**G.6.3 TASK ORDER PROJECT MANAGER**

The Contractor shall appoint a Project Manager for each executed Task Order who will be the Contractor's authorized supervisor for technical and administrative work performed under the Task Order. The Project Manager shall be the point of contact between the Contractor and the COTR(TO) or Contracting Officer for matters related to the specific Task Order.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 Printing

The Contractor may be required to provide the appropriate files for duplication or printing of meeting, training or similar materials, or official government publications, but the Contractor shall not print. Duplication and/or printing are not permitted under this contract. Any work which involves printing shall be referred to the NHTSA COTR. The Contractor shall submit files created using industry-standard software per section H.2.1 and other requirements as stated in the contract to ensure acceptance by the Government Printing Office (GPO).

H.2 ELECTRONIC REPORTING REQUIREMENTS FOR PRINTED MATERIALS

The artwork for all print materials shall be provided to NHTSA in both Print-Ready PDF and layered native application formats. Print materials shall include graphics and printing specifications to guide NHTSA's printing office and any outside organization implementing printing.

H.2.1 Digital artwork for printing shall be provided to NHTSA on CD, DVD, USB storage drive, or transmitted electronically via email or FTP. All files should be created using current industry-standard desktop, design, and publication applications such as Adobe Creative Suite. The Contractor shall provide all supporting files and fonts (both screen and printer) needed for successful output, composite (color or black and white as appropriate to the content) lasers of all pages, disk directory(s) with printing specifications provided to the Government Printing Office (GPO) on GPO Form 952 to guide NHTSA's printing office, GPO, and any outside organizations assisting with program production. The Contractor shall confer with the COTR to verify all media format and language.

H.2.2 Print graphics (supporting files) must be saved in current industry-standard graphics formats such as *JPEG*, *EPS*, *PDF*, etc. They should be in a vector format when possible, when raster-based graphics are necessary the Contractor shall ensure that they maintain, in every instance, a minimum resolution of 200 dpi at the size at which they are used.

H.2.3 Additionally, the program materials shall be submitted in the following format for placement on NHTSA's websites.

- a. Native application format when applicable such as *.doc, *.ppt, *.fla, etc.
- b. HTML with appropriate CSS, JavaScript, etc. as needed
- c. 508 compliant posting formats such as *.doc, *.ppt, *.pdf, *.wmv, *.swf etc.

H.2.4 All HTML deliverables shall be provided on CD, DVD, USB storage drive, or transmitted electronically via email or FTP and compatible with Windows 7. Media shall be labeled with the following information:

- a. Contractor name and phone number
- b. Disk Directory with thumbnails as appropriate
- c. Application program and version used to create the file(s)

H.2.5 Web graphics must be saved in current industry-standard Web formats such as *GIF*, *JPEG*, *PNG*, *SWF*, etc. Web graphics shall be optimized for viewing on the Web. All HTML documents must be saved in PC format and tested on a PC before delivery.

H.2.6 During all phases of program development, draft program content and materials shall be provided to the COTR, as appropriate, for approval and coordination within NHTSA. Draft materials shall also be used for program message testing (the method of testing chosen in consultation with and approved by the COTR) to ensure that the content and messages are clear, easily understood and produce the desired effect with intended audiences.

H.2.7 All HTML deliverables rendered under this contract must comply with the accessibility standards at 36 CFR 1194.22, which implements Section 508 of the Rehabilitation Act of 1973, as amended. This standard is available for viewing at the Access Board web site at:

<http://www.access-board.gov/sec508/guide/1194.22.htm>

Unless otherwise indicated, the Contractor represents by signature of the contract that all deliverables will comply with the Access Board standards

H.3 CONFIDENTIALITY OF REPORTS AND OTHER DATA

Neither the Contractor nor any employee thereof shall divulge to any third party any information obtained from the agency or information concerning work performed, results obtained, or any other information in connection with the resultant contract without the prior written consent of the Contracting Officer.

H.4 NHTSA REVIEW OF ANNOUNCEMENTS OR PUBLISHING

The Contractor agrees that neither the Contractor, nor any Subcontractor, shall make public releases of information or any matter pertaining to the resultant contract or Task Orders issued under this Contract, including, but not limited to, advertising in any medium, or presentation before technical, scientific, or industry groups, without the prior written approval of the Contracting Officer. The provisions of this clause shall survive the expiration of the resultant Contract. The provisions of this clause shall be included in all subcontracts at any tier.

H.5 GOVERNMENT FURNISHED INFORMATION

Upon contract and Task Order 01 award (expected to occur simultaneously) the Contractor will receive the following government furnished information to review prior to the initial kick-off meeting, as a basis for development of the national communications plan:

- Calendar of NHTSA led briefings for transition of projects from former Contractor.
- Television and radio advertisements for all program efforts
- Copies of previous national media buys
- Mobilization/Crackdown dates for 2013
- Most recent evaluation reports on paid media supporting high visibility enforcement efforts
- Current copy of national communications plan and calendar
- Copies of all focus group/communication research conducted over the past 3 years.
- Briefing papers on all existing media demonstration programs.

H.6 TALENT RIGHTS AND FEES

The Contractor may be required to obtain talent/property rights for *national* advertisements developed and/or refreshed during the performance of the contract. The Contractor or NHTSA may be signatory on the talent/property rights. If the Contractor is signatory, it shall negotiate a provision requiring the rights to convey to NHTSA at the expiration of the contract. In all

negotiations, the Contractor shall ensure that all rights to *national* advertising convey to NHTSA. In all negotiations for State advertising, the Contractor shall ensure that all rights to State advertising convey to the appropriate State.

The Contractor also shall make NHTSA aware of any and all ramifications of its contract negotiations for talent or paid media airtime, usage fees, etc., that may arise during the performance of this contract relating to either national or State advertising.

NHTSA will only be responsible for the reimbursement of the Contractor's direct labor cost associated with the paid media buys.

H.7 ETHICS AND STANDARDS OF CONDUCT (JUN 2009)

H.7.1 DISCLOSURE OF CONFLICTS OF INTEREST

a. It is the National Highway Traffic Safety Administration's (NHTSA) policy not to award contracts to offerors whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

b. The offeror shall provide a statement in its technical proposal which describes in a concise manner all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which is related to the work under the request. The interest(s) described shall include those of the offeror, its affiliates, proposed consultants, proposed Subcontractors and key personnel of any of the above. Past interest shall be limited to within one year of the date of the offeror's technical proposal. Affected organizations shall include, but are not limited to, the insurance industry. Key personnel shall include any person owning more than a 20% interest in the offering firm, and the offeror's corporate officers, its senior managers and any employee who is responsible for making a decision or taking an action on this contract where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

c. The offeror shall describe in detail why it believes, in light of the interest(s) identified in (a) above, that performance of the proposed contract can be accomplished in an impartial and objective manner.

d. In the absence of any relevant interest identified in (a) above, the offeror shall submit in its technical proposal a statement certifying that to its best knowledge and belief, no affiliation exists relevant to possible conflicts of interest. The offeror must obtain the same information from potential Subcontractors prior to award of a subcontract.

e. The Contracting Officer will review the statement submitted and may require additional relevant information from the offeror. All such information, and any other relevant information known to NHTSA will be used to determine whether an award to the offeror may create a conflict of interest. If such conflict of interest is found to exist, the Contracting Officer may (a) disqualify the offeror, or (b) determine that it is otherwise in the best interest

of the United States to contract with the offeror and include appropriate provisions to mitigate or avoid such conflict in the contract awarded.

f. The refusal to provide the disclosure or representation, or any additional information as required may result in disqualification of the offeror for award. If nondisclosure or misrepresentation is discovered after award, the resulting contract may be terminated. If after award, the Contractor discovers a conflict of interest with respect to this contract; an immediate and full disclosure shall be made in writing to the Contracting Officer. The disclosure shall include a description of the action which the Contractor has taken or proposes to take, to avoid or mitigate such conflict. The Contracting Officer may, however, determine that it is necessary to terminate the contract.

H.7.2. ACCESS TO SENSITIVE INFORMATION

Work under this contract may involve access to sensitive information* 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 access to 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 un-suitable 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.

The Contractor shall ensure that Contractor employees are 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 investigations in accordance with DOT Order 1632.20, Personnel Security Management. The Contractor shall include the above requirements in any subcontract awarded involving access to Government facilities, sensitive information, and/or resources.

*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.7.3 CONTRACTOR IDENTIFICATION CLAUSE

All Contractor personnel using DOT information technology and communications systems (including the DOT email system), attending internal or external meetings, answering Government telephones, and working in other situations where their Contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of Government employees, other Contractor personnel or members of the public that they are Government officials, unless, in the judgment of the agency, no harm can come from failing to identify themselves. Among other things, Contractor personnel must include the following signature block in all email communications, internal or external, and in all internal written documents.

Contractor Employee Name

Contractor Employee Title

Name of Contractor

Include the following statement “On assignment to NHTSA.”

For example: *John Doe*
 Project Manager
 ABC, Inc.
 On assignment at NHTSA

Contractor employees also must ensure that all documents or reports produced by Contractors are suitably marked as Contractor products or that Contractor participation is appropriately disclosed.

Under no circumstances shall Contractor personnel sign letters or make other external communications on NHTSA letterhead, nor shall Contractor personnel use the NHTSA or DOT logos or seals in letterhead, business cards, correspondence, emails, reports, documents or other communications.

PART II – CONTRACT CLAUSES**SECTION I – CONTRACT CLAUSES****I.1 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/these address(es):

<http://acquisition.gov/far/>

FAR Clause Number	FAR Clause Title (Thru FAC 2005-62)
52.202-1	Definitions (JAN 2012)
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 (OCT 2010)
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 (OCT 2010)
52.203-13	Contractor Code of Business Ethics and Conduct (APR 2010)
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (May 2011)
52.204-7	Central Contractor Registration (AUG 2012)
52.204-9	Personal Identity Verification of Contractor Personnel (Jan 2011)
52.204-10	Reporting Executive Compensation and First-tier Subcontract Awards (AUG 2012)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010)
52.215-2	Audit and Records—Negotiation (OCT 2010)
52.215-8	Order of Precedence—Uniform Contract Format (OCT 1997)
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data—Modifications (AUG 2011)
52.215-13	Subcontractor Certified Cost or Pricing Data—Modifications (OCT 2010)
52.215-14	Integrity of Unit Prices (OCT 2010)
52.216-7	Allowable Cost and Payment (JUN 2011)
52.219-6	Notice of Total Small Business Set-Aside (NOV 2011)

FAR Clause Number	FAR Clause Title (Thru FAC 2005-62)
52.219-8	Utilization of Small Business Concerns (JAN 2011)
52.219-14	Limitations on Subcontracting (NOV 2011)
52.222-3	Convict Labor (JUN 2003)
52.222-21	Prohibition of Segregated Facilities (FEB 1999)
52.222-26	Equal Opportunity (MAR 2007)
52.222-35	Equal Opportunity for Veterans (SEP 2010)
52.222-36	Affirmative Action for Workers with Disabilities (OCT 2010)
52.222-37	Employment Reports on Veterans (SEP 2010)
52.222-50	Combating Trafficking in Persons (FEB 2009)
52.223-6	Drug-Free Workplace (MAY 2001)
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011)
52.225-5	Trade Agreements (NOV 2012)
52.225-13	Restrictions on Certain Foreign Purchases (JUN 2008)
52.227-1	Authorization and Consent (DEC 2007)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)
52.227-17	Rights in Data—Special Works (DEC 2007)
52.232-7	Payments under Time-and-Materials and Labor-Hour Contracts (AUG 2012)
52.232-17	Interest (OCT 2010)
52.232-22	Limitation of Funds (APR 1984)
52.232-23	Assignment of Claims (JAN 1986)
52.232-25	Prompt Payment (OCT 2008)
52.232-33	Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003)
52.233-1	Disputes (JULY 2002) <u>X</u> Alternate I (DEC 1991)
52.233-3	Protest After Award (AUG 1996) <u>X</u> Alternate I (JUN 1985)
52.233-4	Applicable Law for Breach of Contract Claim (OCT 2004)
52.237-3	Continuity of Services (JAN 1991)
52.242-3	Penalties for Unallowable Costs (MAY 2001)
52.242-13	Bankruptcy (JUL 1995)

FAR Clause Number	FAR Clause Title (Thru FAC 2005-62)
52.243-3	Changes—Time-and-Material or Labor Hour (SEP 2000)
52.244-2	Subcontracts (OCT 2010)
52.244-6	Subcontracts for Commercial Items (DEC 2010)
52.246-23	Limitation of Liability (FEB 1997)
52.246-25	Limitation of Liability—Services (FEB 1997)
52.248-1	Value Engineering (OCT 2010)
52-249-6	Termination (Cost-Reimbursement) (May 2004) Alt IV (SEP 1996)
52.249-14	Excusable delays (APR 1984)

I.2. DEPARTMENT OF TRANSPORTATION (DOT) CLAUSES INCORPORATED BY REFERENCE

The resultant contract incorporates the following Transportation Acquisition Regulation clauses (TAR) by reference (as indicated by an "X"), with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available.

Applicable "X"	TAR Clause Number	TAR Clause Title (Thru APR 2009)
X	1252.223-73	Seat Belt Use Policies and Programs (APR 2005)
X	1252.237.70	Qualifications of Contractor Employees (APR 2005)
X	1252.242-71	Contractor Testimony (OCT 1994)
X	1252.242-72	Dissemination of Contract Information (OCT 1994)

I.3 FEDERAL ACQUISITION REGULATION (FAR) CLAUSES PROVIDED IN FULL TEXT

This Contract incorporate the following Federal Acquisition Regulation Clauses provided in full text:

I.3.1. 52.204-1 Approval of Contract (DEC 1989)

This contract is subject to the written approval of the Director, National Highway Traffic Safety Administration, Office of Acquisition Management and shall not be binding until so approved.

I.3.2. 52.216-18 Ordering (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of Contract Award through expiration date of the Contract.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

- (c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.3.3 52.216-19 Order Limitations (OCT 1995)

- (a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$3,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) *Maximum order.* The Contractor is not obligated to honor --
 - (1) Any order for a single item in excess of the Total Contract Ceiling amount established for the Contract Year during which the order was placed;
 - (2) Any order for a combination of items in excess of the Total Contract Ceiling amount established for the Contract Year during which the order was placed; or
 - (3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor’s intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.3.4. 52.216-22 Indefinite Quantity (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; *provided*, that the Contractor shall not be required to make any deliveries after the completion date of the Task Order.

I.3.5 52.217-8 Option to Extend Services (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor not less than 60 days prior to the completion date of the contract.

I.3.6 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 not less than 5 days prior to the expiration date of the contract; 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.

*Part III -- List of Documents, Exhibits, and Other Attachments***SECTION J – LIST OF ATTACHMENTS AND ENCLOSURES**

ATTACHMENT NUMBER	ATTACHMENT DESCRIPTION / TITLE
1	Acronyms and Definition of Terms
2	Task Order Cover Sheet
3	Pre-Award Authority Memo to Incur Costs
ENCLOSURE NUMBER	ENCLOSURE DESCRIPTION / TITLE
1	Mandatory Requirements Check-off List
2	Functional Area Composition Schedule
3	Price Evaluation Worksheets
4	Task Order 01 Cost/Price Proposal
5	Task Order 01 Statement of Objectives

Part IV – Representations and Instructions

**SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF
OFFERORS OR RESPONDENTS**

52.204-8 Annual Representations and Certifications (DEC 2012)

(a)

(1) The North American Industry classification System (NAICS) code for this acquisition is 541810.

(2) The small business size standard is \$14 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

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

(2) If 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 (d) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)

(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

- (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
 - (C) The solicitation is for utility services for which rates are set by law or regulation.
- (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
- (iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.
- (iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
- (A) Are not set aside for small business concerns;
 - (B) Exceed the simplified acquisition threshold; and
 - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.
- (vi) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
 - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.

(xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,494, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,494 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-- Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

___ (i) 52.219-22, Small Disadvantaged Business Status.

___ (A) Basic.

___ (B) Alternate I.

___ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

___ (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

___ (iv) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification.

___ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

___ (vi) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

___ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website accessed through <https://www.acquisition.gov> . After reviewing the ORCA database information, the offeror verifies by

submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision 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.

(End of Provision)

52.209-7 Information Regarding Responsibility Matters (Feb 2012)

(a) *Definitions.* As used in this provision—

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceeding at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the Central Contractor Registration database via <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

**SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO
OFFERORS OR RESPONDENTS**

INDEX TO SECTION L

PARAGRAPH NUMBER	DESCRIPTION / TITLE
L.1	Solicitation Provisions Incorporated by Reference
L.2	Type of Contract
L.3	Service of Protests
L.4	(Reserved)
L.5	Special Notices
L.6	General Information
L.7	Proposal Submission • L.7.1 Representations, Certifications, and Other Statements of Offerors • L.7.2 Technical Proposal Requirements - L.7.2.1 Written Portion of the Technical Proposal - L.7.2.2 Oral Portion of the Technical Proposal • L.7.3 Cost/Price Proposal

L.1 FAR 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 this/these address(es):

<http://acquisition.gov/far/index.html>

FAR Clause Number	FAR Clause Title (Thru FAC 2005-62)
52.215-1	Instructions to Offerors—Competitive Acquisition (JAN 2004)
52.215-16	Facilities Capital Cost of Money (JUN 2003)
52.216-29	Time-and-Materials/Labor-Hour Proposal Requirements-Non-Commercial Item Acquisition With Adequate Price Competition (FEB 2007)
52.217-5	Evaluation of Options (JUL 1990)
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation (FEB 1999)
52.222-46	Evaluation of Compensation for Professional Employees.

L.2 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Time and Materials, IDIQ type contract resulting from this solicitation.

L.3 FAR 52.233-2 SERVICE OF PROTEST (SEP 2006)

(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 Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

S. Peter Shultz, Contracting Officer
U.S. Department of Transportation
National Highway Traffic Safety Administration (NHTSA)
Office of Acquisition Management, NPO-320,
1200 New Jersey Avenue SE, Room W51-310
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.

L.4 (RESERVED)

L.5 SPECIAL NOTICES

L.5.1 QUESTION AND ANSWER PERIOD:

Questions concerning this RFP must be submitted in writing via e-mail to the following e-mail address by no later than February 11, 2013.

Pete.Shultz@DOT.GOV
NHTSAOAM@DOT.GOV

The Offeror's e-mail transmission must include this Solicitation Number as part of its Subject Line. Questions and answers will be available on website www.fbo.gov under the Solicitation Number DTNH22-13-R-00652 entitled, "Solicitation Questions and Answers," by no later February 14, 2013.

L.5.2. Offerors must acknowledge receipt of amendments, if any, to the RFP. Accordingly, Offerors should pay attention to Block 14, *Acknowledgment of Amendments*, of Standard Form 33, *Solicitation, Offer and Award*, for guidance in complying with this requirement.

L.5.3. Oral Presentations of Technical Proposals will be required. Offerors should pay specific attention to Section L.7, *Proposal Submission* for further information.

L.5.4. NHTSA anticipates making award in early April 2013.

L.6 GENERAL INFORMATION

L.6.1 Small Business Set-Aside

- (1) This requirement is a 100 percent small business set-aside.
- (2) For the purpose of this solicitation, the small business size standard is \$14 million.
- (3) The NAICS Code is 541810.

L.6.2. Pre-proposal Conference is not contemplated.

L.6.3. Pre-Award Survey

The Government reserves the right to conduct a pre-award survey or to require other evidence of technical, managerial, financial, and similar abilities to perform the work described in this solicitation prior to the award of a contract.

L.6.4. Award Notice/Incurrence of Cost

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

The Contracting Officer is the only individual who can legally commit or obligate the Government to the expenditure of public funds. No costs chargeable to the proposed contract can be incurred before receipt of a fully executed contract or specific written authorization from the Contracting Officer.

L.7 PROPOSAL SUBMISSION

There are three major parts to this RFP to which the Offeror must respond:

1. Representations, Certifications, and Other Statements of Offerors;
2. Technical Proposal Requirements;
3. Cost/Price Proposal Requirements.

L.7.1 Representations, Certifications, and Other Statements of Offerors.

The Offeror shall submit one (1) original hardcopy version of the following documents:

- Disclosure of Conflicts of Interest (See H.7.1)
- Completed SF-33 (See L.7.1.a)
- Completed Section K of this RFP: “Representations, Certifications and Other Statements of Offerors or Respondents” (See L.7.1.b).
- RFP Exception Statement (See L.7.1.c)
- “Mandatory Requirements Check List” (See L.7.1.d and Enclosure 1).

L.7.1.a Completed SF-33

The Offeror shall provide one original hardcopy of the Standard Form (SF) 33, *Solicitation, Offer and Award* with blocks 12 through 18 completed;

L.7.1.b Section K of this RFP

The Offeror shall complete and submit one original hardcopy of the *Certifications, Representations, and other Statement of Offerors or Respondents* as well as other requests for information found in Section K of this RFP.

L.7.1.c RFP Exception Statement

The Offeror shall submit a statement that it takes no exception to the terms and conditions applicable to the resultant contract as identified in the RFP or, if exceptions are taken, an explanation of those exceptions.

L.7.1.d Mandatory Requirements Checklist

The Offeror shall review the “Mandatory Requirements Check List” included as Enclosure 1 to this RFP. The Offeror must certify on the Check List that it does, or does not meet each Mandatory Requirement without exception. The Offeror must provide a copy of the certified checklist as part of its Representations, Certifications and Other Statements of Offerors.

L.7.2 Technical Proposal Requirements.

The Technical Proposal consists of two parts, a **written portion** and an **oral portion**. A listing of the requirements for each portion is presented below. Each listed requirement is then cross indexed to the portion(s) of this RFP that provide further detail.

L.7.2.1 Written Portion of the Technical Proposal.

The following is a list of those items which must be submitted as the written portion of the Offeror’s Technical Proposal. Offerors **shall not** include any cost or pricing information as part of its technical proposal submission (either the written or the oral portion.)

- o Sample Portfolio (See L.7.2.1.a). One original copy of the Sample Portfolio shall be submitted.

The remaining items identified as L.7.2.1.b through L.7.2.1.d shall be saved on CD ROM / DVD or USB storage drive in a format compatible with Microsoft Office version 2010 or in PDF format. A total of six CD ROM / DVD or USB storage drive copies shall be provided.

- o Resumes of Proposed Project Personnel (See L.7.2.1.b)
- o List of Past Performance References (See L.7.2.1.c)
- o List of contracts either terminated for convenience or default in the past three years. (See 7.2.1.d).

L.7.2.1.a Sample Portfolio

The Offeror shall submit a portfolio containing a maximum of five examples of past advertising materials developed for campaigns similar to those to be developed under this contract. The Offeror shall include in the portfolio an example of a past **national media** buy that supported these advertising campaigns. This material will be used by the Technical Evaluation Committee when assessing the *Technical Capabilities* of the Offeror to produce quality marketing products (See M.2.2).

L.7.2.1.b Resumes of Proposed Project Personnel

Critical to the success of the contract is the level of technical and managerial skills possessed by the Offeror's personnel. Proposed personnel are those individuals who the Offeror has specifically identified, and is committed to using in performing this contract effort. Proposed personnel should cover various disciplines, including research, marketing, creative, production, media planning and purchasing, public relations, social media, and web development and design. The Program Manager's resume shall be identified as well. All resumes shall include relevant educational and background information which demonstrates the suitability of those individuals to perform under this contract. These resumes will be used by the Technical Evaluation Committee when assessing the *Technical Capabilities* of the Offeror (See M.2.2).

L.7.2.1.c Past Performance References

The Offeror shall provide at least three references that have received services from the Offeror which are comparable to those described in this RFP. Information should include:

- o Name of agency or organization receiving the service;
- o Name of reference's point of contact;
- o Phone number and e-mail address;
- o Date services were provided;
- o Applicable contract number and cumulative cost; and
- o Title and brief description of services provided.

This information will be used by the Technical Evaluation Committee when assessing the Offeror's *Experience and Past Performance*. (See M.2.3).

L.7.2.1.d List of Contracts Terminated in the Past Three Years

The Offeror shall provide a list of all contracts which were terminated (either for convenience or default) over the past three years. In doing so, the offeror shall:

- o Provide the name of the agency or organization with whom the contract was terminated;
- o Provide POC information at the agency or organization terminating the contract;
- o Identify the contract, describe the objective of the contract, describe the type of termination (convenience or default) and explain the reasons behind the termination.

If there were no contract terminations within the past three years, then the Offeror shall indicate so. This information will be used by the Technical Evaluation Committee when assessing the Offeror's *Experience and Past Performance*. (See M.2.3).

L.7.2.2 Oral Portion of the Technical Proposal.

This paragraph discusses the required content and the guidelines regarding the oral portion of the technical proposal.

L.7.2.2.a Presentation Material.

The Offeror shall submit, along with the other material described in this Section L of the proposal, (8) CD ROM / DVD copies of its oral technical proposal presentation. The briefing shall be saved in a format compatible with Microsoft Office Version 2010 or in PDF format. Although this material may be shipped in the same container as all other proposal materials, it must be packaged separately. The presentation material shall be formatted so that it may be printed in hardcopy on 8.5 inch by 11 inch paper. Offerors **shall not** include any cost or pricing information as part of its technical proposal submission (either the written or the oral portion.)

L.7.2.2.b Areas to be Covered During the Oral Portion of the Technical Proposal.

The Offeror must address the following areas as part of its Oral Presentation. These areas relate directly to the Evaluation Factors presented in Section M.2 of this RFP.

- Offeror's Technical Approach and Understanding:

In describing its technical approach to, and understanding of, the contract requirements, the Offeror shall:

- o Discuss the steps used in the development and production of creative components of an integrated marketing plan (i.e. market research of target audience and how that affects the creative approach.)
- o Describe how it intends to monitor and administer its subcontracts to ensure contract requirements are met.
- o Present a methodology to gain and to retain media attention on occupant protection and impaired driving issues including, and beyond, the national mobilizations. The methodology should discuss the use of multi-media approaches and segmented marketing to attract media attention.
- o Present a strategy for enhancing NHTSA's communications activities. The Offeror should discuss anticipated future communications strategies and technologies and how it would adapt these approaches to NHTSA's behavioral communication programs such as drunk driving, child passenger safety, occupant protection and distracted driving.
- o Present an organizational chart identifying the contract team, (to include the Offeror's personnel as well as Subcontracting efforts). The Offeror shall include the level of effort each person would be dedicated to this contract.

- o Discuss media planning and purchasing strategies for delivering effective paid media advertising campaigns.
- o Present a detailed plan of action for fulfilling the Task Order 01 requirements (See Enclosure 5). In doing so, it shall:
 - In its own words, summarize the requirements;
 - Discuss any assumptions it has made;
 - Discuss its overall approach to fulfilling those requirements;
 - Discuss any challenges it anticipates it will encounter and how those challenges will be addressed, mitigated, or eliminated.
 - Describe the resources needed to fulfill these requirements.

This information will be used by the Technical Evaluation Committee when assessing the Offeror's *Technical Approach and Understanding*. (See M.2.1).

- Offeror's Technical Capabilities

In describing its capability to perform the contract requirements successfully, the Offeror shall:

- o Identify subcontractors it plans to use and explain the roles of these subcontractors in performing this contract's effort.
- o Explain its media planning and purchasing capabilities.
- o Discuss its ability to effectively maximize media budgets by means of innovative ideas; creative partnerships and aggressive negotiations skills to leverage any funding that may be available for paid advertising.
- o Discuss its ability to coordinate the delivery of technical assistance to NHTSA and the States to meet the needs and time constraints associated with the mobilizations/crackdowns and demonstration pilots.

This information will be used by the Technical Evaluation Committee when assessing the Offeror's *Technical Capability*. (See M.2.2).

- Offeror's Experience

In describing its experience with programs similar to that identified in this RFP, the Offeror shall:

- o Discuss two examples where an integrated marketing plan was provided and public relations were integral to the plan.
- o Discuss two (2) cases that best demonstrate its experience with respect to marketing campaigns for traffic safety (national/regional/state). Specific examples should document any integrated media approach and demonstrate the success of the campaign (market research/audience segmentation/media buys/earned media in support of paid media).
- o Present examples of clients who had media challenges, and explain how those challenges were addressed.
- o Describe any training or tools developed to assist a client in obtaining earned media and explain the methodology used to ensure that timely and appropriate technical assistance was provided in support of national and state media events.
- o Describe any work performed previously in support of special events, conferences, etc.

This information will be used by the Technical Evaluation Committee when assessing the Offeror's *Experience and Past Performance* (See M.2.3).

L.7.2.2.c The Oral Technical Proposal Process (Live Presentation)

Each Offeror fulfilling the requirements for proposal submission as addressed in This Section L will be required to present a portion of its technical proposal orally, and in person, to the NHTSA Technical Evaluation Committee. Oral presentations shall be presented at the National Highway Traffic Safety Administration Headquarters, US Department of Transportation, 1200 New Jersey Avenue SE, Washington DC 20590 or another location within that general vicinity.

- **Scheduling Oral Technical Proposals:**
Once this solicitation closes, NHTSA will begin scheduling oral presentations by drawing names. NHTSA's Office of Acquisition Management will advise Offerors promptly of the scheduled date and time for its presentations; however, all Offerors must be prepared to provide their presentations starting one (1) week following the RFP closing date. NHTSA anticipates that all presentations will be completed within three weeks of the closing date. At the time the Offeror is notified of its briefing date and time, the Offeror shall provide, within one business day, NHTSA's Office of Acquisition Management with a list of individuals who will be attending and participating in the presentation.
- **Rescheduling Oral Presentations:**
As a general rule, NHTSA will not reschedule time and date for a presentation. However, only in extreme circumstances, and on a case-by-case basis, will NHTSA consider an Offeror's request for rescheduling. NHTSA's acceptance or denial of a request to reschedule an oral presentation shall not serve as the basis for a protest under this solicitation and resultant contract award decision.
- **Contractor Attendance:**
The Offeror shall limit attendance to only those personnel who will be responsible for the performance of services identified in this RFP, and whose names were provided previously in response to the first bullet of this Section L.7.2.2.c. At a minimum, the proposed Program Manager for this effort shall participate.
- **Government Attendance:**
Members of the NHTSA Technical Evaluation Committee, as well as the NHTSA Contracting Officer, Contract Specialist, or designees will attend oral presentations.
- **Recording Oral Presentations:**
NHTSA will record all oral presentations electronically (video, audio or both). Recorded material will belong to the government.
- An Offeror **may not** present, nor will the Government consider, any information that conflicts with the presentation material described in L.7.2.2.a.
- **Oral Presentation Agenda.**
Each Offeror shall be prepared to present its oral presentation at the time and date specified (see *Scheduling Oral Technical Proposals*, first bullet in this Section L.7.2.2.a). The Offeror's failure to meet its scheduled presentation may disqualify the Offeror from further consideration for contract award. The following process applies to the oral presentation.

Step I (Ground rules for Oral Presentation, 10 minutes)

The Contracting Officer or designee will ensure recording equipment is working properly. The Contracting Officer or designee will then read a written statement to the Offeror which will reiterate the ground rules to follow in presenting the Oral Technical Proposal.

Step II (Presentation of Technical Proposal, 90 minutes):

Step II is divided into two Parts. In Part 1, the Offeror shall address the overall contract requirements. In Part 2, the Offeror will focus on the requirements of Task order 01 (See Enclosure (5)). The Offeror is free to determine how much time will be allocated to Part 1 and Part 2 as long as the total time for presenting both Parts does not exceed 90 minutes.

The NHTSA Technical Evaluation Committee, Contracting Officer, and Contract Specialist will not interrupt, ask questions, nor respond to questions during this time period nor will the Offeror be permitted to extend its oral presentation past the 90 minute timeframe. If the Offeror has not completed its presentation within the 90 minute period, the Offeror will be instructed to stop. Any information that was not provided within the 90 minute period will not be considered by the Technical Evaluation Committee.

Step III (Break, 45 minutes)

A break of 45 minutes will Steep II to allow for the Technical Evaluation Committee and Contracting Officer/Contract Specialist to meet and discuss the presentation.

Step IV (Exchanges with Offerors, up to 45minutes)

Following Phase III, the Offeror and Government attendees will meet again. During this Phase IV, the Government may ask the Offeror questions regarding any portion of its Technical Proposal (both oral presentation and written materials.) This question and answer period shall be considered “Clarifications” (as defined in FAR Part 15.306(a)) and / or “Communications” (as defined in FAR Part 15.306(b)) as applied to exchanges with offerors. Following exchanges between the government and the offeror, the Offeror

L.7.3 Cost/Price Proposal**L.7.3.1 Contract Price Schedules (Sections B.3.1 through B.3.5 and Enclosure (2)).**

The Contractor shall provide the “Loaded Fixed Functional Area Rates” as well as any “Indirect Cost—Materials Handling” rates in Sections B.3.1 through B.3.5 of this RFP. The Loaded Fixed Functional Area Rates will represent the fully loaded hourly labor rate for each Functional Area. Enclosure (2) of this RFP shall be used in determine those rates and submitted as part of the Offeror’s Cost/price proposal.

L.7.3.2 “Price Evaluation Worksheets” (Enclosure (3))

The price Evaluation Worksheets (Enclosure 3) shall be completed by the Offeror and submitted as part of its cost/price proposal. Instructions on how to complete the worksheets are included as part of Enclosure 3.

L.7.3.3 “Task Order 01 Cost / Price Proposal” (Enclosure (4))

Enclosure 4, “Task Order 01 Cost/Price Proposal” shall be completed by the Offeror and submitted as part of its cost/price proposal. This proposal shall reflect the estimated costs associated with the requirements specified in the Task Order 01 Statement of Objective (Enclosure 5).

SECTION M – EVALUATION FACTORS FOR AWARD

M.1 EVALUATION AND AWARD PROCESS

M.1.1 Evaluation of Proposals

There are four phases in the evaluation process.

M.1.1.1 Phase One: Initial Screening for Compliance with Section L Requirements

The Government will review the material submitted by the Offeror in response to Section L to determine if all required information, documents, and other information have been provided.

The Offeror's response to the "Mandatory Requirements" (Section L.7.1.d and Enclosure 1) will be reviewed to ensure compliance with the Mandatory Requirements. The Offeror's failure to indicate that "it has" the necessary experience, resources, etc. to meet each Mandatory Requirement will render the entire proposal "unacceptable." The Offeror's failure to provide a brief one or two page paragraph for each Mandatory Requirement will render the entire proposal "unacceptable." Those Offerors who do not comply with the requirements of this Section M.1.1.1 will be advised that the proposal failed to meet all the Mandatory Requirements and therefore, will not receive further consideration for award.

If the Offeror does comply with this Section M.1.1.1, then the evaluation process will proceed to Phase Two: Technical Proposal Evaluation.

M.1.1.2 Phase Two: Technical Proposal Evaluation

The Offeror's technical proposal, both written and oral as discussed Section L.7.2 of this RFP, will be evaluated for technical merit according to the criteria set forth in M.2, *Evaluation Factors*.

M.1.1.3. Phase Three: Cost/Price Proposal Evaluation

The Offeror's Cost/Price Proposal, as discussed in Section L.7.3 and applicable enclosures to this RFP, will be evaluated separate from the Phase Two "Technical Proposal Evaluation." The Price Evaluation Worksheets included as Enclosure (3) to this RFP will be used to establish a common basis on which a comparison of Offerors' prices can be established.

The Offeror is advised that the Levels of Effort and Other Direct Costs presented in the Enclosure (3) Price Evaluation Worksheets INCLUDE the government's estimate of the Level of Effort and Other Direct Costs associated with Task Order 01. In as much as the Task Order 01 requirements are expected to recur during each of the five contract years, the government's estimates for Base Year 2 as well as Option Year 1, 2, and 3 also include the government's estimate for the Task Order 01 requirements. In summary, the Level of Effort and Other Direct Costs provided in Enclosure 3 for each contract year is composed of the Government's estimate for the Task Order 01 requirements plus the Government's estimate for all other Task Orders issued during each contract year.

M.1.1.4. Phase Four: Evaluation of Task Order 01 Cost/Price Proposal.

The Offeror's Cost/Price Proposal for Task Order 01 (refer to Enclosures (4) and (5)) will be used by the government to determine cost realism.

M.1.2 Competitive Range and right to award without discussions:

The Government may conduct negotiations with those Offerors whose technically acceptable proposals, combined with its cost proposals, place it in the competitive range. The Government will conduct negotiations to the extent deemed necessary. **However, Offerors are cautioned to submit proposals on the most favorable basis since the government reserves the right to make an award without further discussion, in accordance with FAR 52.215-1.**

M.1.3 "Best Value" Determination.

The *Evaluation Factors* set forth in M.2 of this RFP will be used in evaluating proposals. Further guidance on requirements and criteria is provided in *Section L - Instructions, Conditions and Notices to Offerors*. Technical considerations are primary. Costs will not be accorded any specific numerical rating. Any contract resulting from this solicitation will be awarded to that responsible Offeror whose offer, conforming to the solicitation, is considered by the NHTSA Technical Evaluation Committee and the NHTSA Contracting Officer to represent the best value to the Government. The Government may accept an Offeror whose price is higher if, when combined with technical proposal, makes the offer most advantageous to the Government.

M.2 TECHNICAL EVALUATION FACTORS

The following three factors will be used in evaluating the Offeror's technical proposal (both written and oral portions). The Factors are presented in descending order of importance where Factor M.2.1 is most important and Factor M.2.3 is least important. When combined, Technical Factors are of greater importance than price.

M.2.1 Technical Approach and Understanding

The Offeror's Technical Proposal will be evaluated based on the Offeror's methodology for developing and executing a national communications plan, consistent with the purpose and objectives of this solicitation. The Offeror will be evaluated on the soundness of its integrated communications plan using media, which may include television, radio, print, on-line, public relations, and/or event planning. The Offeror will be evaluated on its understanding of the Task Order 01 requirements and its approach to successfully, effectively, and efficiently fulfilling those requirements.

M.2.2 Technical Capabilities

Critical to the success of the contract will be high levels of technical and managerial skills from various disciplines, including communications, marketing, production, media planning and purchasing, and public relations. The Offeror's organizational chart will be reviewed to determine if the proposed structure is sufficient to provide the necessary support. The offeror will be evaluated on its capability to utilize its resources to fulfill the contract requirements. This includes the degree to which the requirements can be fulfilled by the Contractor's staff and the degree to which Subcontractor effort will be required. The suitability of personnel (both contractor and Subcontractor) assigned to this contract effort will be evaluated. The Offeror's media planning and purchasing capabilities will be assessed. The Offeror will be evaluated on its ability to use innovative ideas to effectively maximize media budgets, creative partnerships and leverage any

funding that may be available for paid advertising. The Offeror's capability to coordinate delivery of technical assistance to NHTSA and the States, under severe time constraints, will be assessed.

M.2.3 Experience and Past Performance

The Offeror's past experience with projects similar to that addressed in this RFP will be evaluated. In addition, the degree to which the Offeror has provided acceptable services (as determined by the level of high quality customer service at a reasonable price) will be assessed.

If the offeror has no record of past performance, then it will be evaluated solely on its corporate experience. If the offeror has a record of past performance, and that record is poor, the offeror will receive an overall "poor" rating for this Evaluation Factor 3.

ACRONYMS AND DEFINITION OF TERMS

Ads: *Advertisements*

Audience/Market Segmentation: A marketing strategy in which a large, heterogeneous market is broken down into small, more homogeneous segments and a separate marketing program is developed for each segment.

BAC: *Blood Alcohol Concentration:* the amount or concentration of alcohol present in a driver determined by testing a body fluid sample, often breath, blood, or urine. For simplicity, the term BAC will be used to refer to both blood alcohol concentration and breath alcohol concentration, even though they are not the same thing.

BBR: *Bites and B-Roll*

Click It or Ticket Mobilization: A two-week period of highly visible enforcement of occupant protection laws and intense targeted state and national advertising. The *Click It or Ticket* Mobilization generally runs mid- May through the Memorial Day holiday.

CIOT - Click It or Ticket: Enforcement-based component of NHTSA's occupant protection program. *Click It or Ticket* uses a combination of highly visible enforcement and national advertising to convince motorists to buckle up or to risk getting a ticket.

CO: *Contracting Officer* – A designated NHTSA official with a warrant and/or specific delegation who is authorized to obligate Government funds for obtaining property or services, and thus is the only individual who may sign contracts, purchase orders, delivery orders, task orders and assistance agreements.

Conference, Meetings, and National Forum: work related to speeches or presentations conducted by the Offeror at national/regional conferences. This includes providing technical support at national communication forums that bring states together for communication-based training.

COTR: *Contracting Officer's Technical Representative* – The individual who is designated in writing by the Contracting Officer to provide technical guidance to the contractor and perform other administrative duties for the overall contract.

COTR(TO): *Contracting Officer's Technical Representative, Task Order* The individual who is designated in writing by the Contracting Officer to provide technical guidance to contractor, monitor performance, review invoices and perform other administrative duties for a specified Task Order.

Crackdown: A high visibility enforcement effort (i.e., increased law enforcement activity combined with media) to decrease impaired driving in the States.

Creative Collateral Material: materials to support the primary high visibility enforcement campaigns for NHTSA's national seat belt and impaired driving campaigns and other highway traffic safety special emphasis areas which may include but not be limited to: child passenger safety, distracted driving, speed, pedestrian, motorcycle, bicycle, school bus, and older driver safety. Collateral materials may include posters, Web banners, radio scripts, videos, and other guerilla materials delivered in a Web format that is

508 compliant for posting to the NHTSA Web site. Culturally appropriate materials may also need to be developed based on the target audiences.

DSOGPO - Drive Sober or Get Pulled Over: national enforcement crackdown high visibility enforcement effort addressing impaired driving. Conducted in late August through the Labor Day weekend and the last two weeks in December, the campaign is supplemented by paid television, radio and internet advertising.

Events/Earned Media: work related to planning, staging, pitching, and executing press events to promote strategic highway safety messages. This includes completion of satellite media tours, bites and b-roll packages, and audio news releases.

Fresh: For the purposes of this solicitation and resultant contract, this term is used to indicate that the Contractor is to keep the NHTSA's impaired driving and occupant protection program messages *current and in public view*.

Functional Areas: This Contract references *Functional Areas* instead of "Labor Categories." Functional Areas are areas of technical expertise (labor) required in the performance of this Contract effort. Each Functional Area may represent a single, or a composite number of labor categories of the same or differing levels of technical expertise. There are nine functional areas applicable to this Contract:

Account Management: Functional Area that oversees the entire Contract effort and task orders issued under this Contract. *Account Management* includes the overall management of financial, material, and human resources. This functional area would most commonly address technical and contractual problems and serves as the Contractor's primary point of contact for this contract. *Account Management* can be equated to program management.

Ad Production: Functional Area related to the development and production of target specific television, radio, and/or multi-media ads from the development of a creative brief to the final delivered product and the retagging of existing ads with logos and/or icons. *Ad Production* includes the effort required to manage and administer talent rights/fees for advertisements. However, the actual talent fees shall be billed as an "Other Direct Cost" and not be included within the *Ad Production* functional area.

Media Buy: Functional Area related to planning and placing media buys, and providing post-buy analysis for national advertising.

Press Events/Earned Media: Functional Area related to planning, staging, pitching, and executing press events to promote strategic highway safety messages. This includes completion of satellite media tours, bites and b-roll packages, and audio news releases.

Planning and Research: Functional Area related to identifying appropriate target audiences, including culturally-diverse population, and their responses to communication strategies and messages. Planning and research efforts may include focus group opportunities, mall intercepts, and Web-based feedback. This Functional Area also includes the labor effort related to the planning and development of a national communications plan.

State Technical Assistance: Functional Area related to providing media support to the States.

Creative Collateral Design: Functional Area related to the expertise required to design and produce collateral materials to support the primary high visibility enforcement campaigns for the Agency's national seat belt and impaired driving campaigns. Special emphasis may also apply to areas such as: child passenger safety; distracted driving; aggressive driving; pedestrian, motorcycle, bicycle, school bus, and older driver safety. *Creative Collateral Material* also covers the technical expertise required in the production of posters, radio scripts, videos, web banners and other guerilla materials delivered in a 508 compliant format for posting to NHTSA's Website. The costs of such materials are not a part of this functional area; rather, they shall be identified as an Other Direct Cost.

Conference, Meetings, and National Forum: Functional Area related to providing technical meeting planning assistance and support for local/national/regional communication conferences, meetings, and forums.

Marketing and Communications Training: Functional Area related to the development and presentation of marketing and communications training to States.

GFI: *Government Furnished Information*

Holding Fees: In paid broadcast and cable television advertising, fees paid to "hold the right to use a certain commercial." Holding fees are paid in 13-week cycles, regardless of whether the commercials are actually aired. There are no holding fees for radio.

HVE – High visibility enforcement: affect behavior through general deterrence, by increasing the public's perception that people who violate the law will be ticketed, arrested, convicted, and punished, and thereby persuading them to adhere to the law.

Impaired Driving: A reduction in the performance of critical driving tasks due to the effects of alcohol or other drugs.

Indirect Costs – Materials Handling: "Indirect Costs – Materials Handling" are those costs incurred by the Contractor which cannot be directly identified with any specific project (i.e. direct cost categories defined in *Other Direct Costs* below. These costs (often referred to as "General and Administrative (G&A)" or "Overhead") may be applied to Other Direct Costs only to the extent that: 1) the application of these indirect costs is consistent with the Contractor's standard accounting practices as well as Part 31 of the Federal Acquisition Regulation and, 2) these costs are not also recovered as part of the loaded labor rate composition for Functional Areas.

Loaded Functional Area Rates: As used in this Contract, "Loaded Functional Area Rates" are composite hourly labor rates. The rate is composed of all the labor categories assigned to that functional area by the Contractor. The rate shall also reflect the degree to which each labor category contributes to that functional area (i.e. the hourly functional area rate is a weighted average of all hourly labor rates for those labor categories included within that functional area.) The Functional Area Rate shall also include any merit and or cost of living allowances plus Fringe Benefits, Overhead, Facilities Capital Cost of Money (FCCM), G&A, (consistent with the Contractor's standard accounting practices) plus Profit.

Media Buy Plan: A plan that details how various media will be employed. Identifies the specific schedule of paid placements that have been negotiated for an ad or collection of ads, including the times and programs during which television and radio ads will run; the locations and sizes of billboards that will be placed; the publications and placement within those publications in which print ads will run, etc. The media plan also contains a summary of expected target audience reach and frequency.

Media Buy: work related to planning, placing media buys and providing post-buy analysis for national advertising. The Offeror may also be required to place buys in local markets that support NHTSA pilot/demonstration projects.

Mobilization: A high visibility enforcement effort (i.e., increased law enforcement activity combined with media) to increase safety belt use in the States.

Multi-Media Communications Plan: Plan that makes recommendations for reaching specific demographic groups with messages, activities, programs, and initiatives that will result in measurable change. The communications strategy will detail goals, strategies, objectives, target audiences, partnerships, and major tasks to be accomplished with time lines and budget estimates for each phase and product in the plan.

NHTSA – National Highway Traffic Safety Administration: One of the 14 administrations that make up the U.S. Department of Transportation. NHTSA is responsible for reducing deaths, injuries and economic losses that result from motor vehicle crashes.

Normal Workweek: a workweek of 40 hours.

OAM: NHTSA's Office of Acquisition Management

OCCI: NHTSA's Office of Communications and Consumer Information

Occupant Protection Campaign: Uses enforcement (Click It or Ticket), social norming (Buckle Up America), and youth-based (Child Passenger Safety) strategies to support NHTSA's mission to reduce crash-related deaths and injuries by increasing safety belt and child passenger safety seat use.

Other Direct Costs: Other Direct Costs are those costs incurred by the Contractor in the performance of this Contract and not defined as a Functional Area. This Contract involves four major categories of Other Direct Costs: *Statutorily-Mandated Advertising; Discretionary Advertising; Travel, and Miscellaneous Direct Costs.*

Statutorily-Mandated Advertising (SMA): During the term of the Contract, the United States Congress may provide NHTSA with Statutorily-mandated funds of varied amounts to be used in purchasing appropriate paid media advertisements for the "Click It or Ticket," impaired driving, or other traffic safety-related campaigns. Such funds have been identified in this Contract as Statutorily-Mandated Advertising (or "SMA"). When added to any Task Order under this Contract, the Contractor shall ensure that 100 percent of SMA funds are passed through to the media to secure advertising airtime, and print and/or Internet space. The Contractor **shall not** divert any SMA funding to pay for any Functional Area costs, Other Direct Costs, Indirect Costs, or the Contractor's profit.

Discretionary Advertising: During the term of the Contract, NHTSA may require that the Contractor acquire advertising airtime and space other than that identified as Statutorily-Mandated Advertising. This *Discretionary Advertising* will support Agency-priority area campaigns and national/state/local demonstration projects. Consistent with the Contractor's standard accounting practices, the Contractor may apply indirect costs to Discretionary Advertising.

Miscellaneous Direct Costs: The Contractor will be reimbursed for authorized direct costs not defined as *Functional Area*, *Statutorily-Mandated Advertising*, *Discretionary Advertising*, or *Travel costs*. Reimbursement will be made to the extent that these *Miscellaneous Direct Costs* are considered by the Government to be fair, reasonable, allowable, and allocable.

Travel: The Contractor will be reimbursed for authorized travel costs in accordance with FAR Part 31. Consistent with the Contractor's standard accounting practices, the Contractor may apply indirect costs to Travel.

Overtime Premium: means the difference between the contractor's regular rate of pay to an employee for the shift involved and the higher rate paid for overtime.

Overtime: time worked by a contractor's employee in excess of the employee's normal workweek.

Paid Media: Ads that you pay to place in any medium. Because they are paid, the advertiser controls the placement and content of messages, making them very useful in targeting specific audience segments.

Planning and Research: work related to better identifying appropriate target audiences, including culturally-diverse population, and their responses to communication strategies and messages. Planning and research efforts may include focus group opportunities, mall intercepts, and Web based feedback. This function also includes the work related to the planning and development of a national communications plan.

Profit or Fee: The Contractor may earn profit, or fee, on its Loaded Functional Area cost categories only. No profit or fee may be applied to any Other Direct Costs or to Indirect Costs - Materials Handling.

Refresh Ads: To update or change messaging, seasonal and/or chronological references, or target audience in an existing advertisement.

Regular Loaded Labor Rates: As used in this contract reflect rates paid for work performed during a normal workweek (generally 40 hours per workweek).

SHSO: *State Highway Safety Office* – The agency within a State government responsible for carrying out the traffic safety mission of the State. Also referred to as “the State” in the statement of work.

Signatory: A party that signs a document, personally or through an agent, and thereby becomes a party to an agreement.

Social Marketing: The application of commercial marketing technologies to the analysis, planning, execution, and evaluation of programs designed to influence the voluntary change of behavior of target audiences in order to improve their personal welfare and that of their society.

SQAD: *Service Quality Analytics Data*

State and Technical Research: work associated with providing media support to states. Media support may include the review of media buy plans, creative executions and earned media discussions.

Talent Fees: Fees paid to the performers who appear in advertisements.

Talent Rights: Paying the holding fees automatically renews the payor's right to use the talent in a specific ad.

Task Order: A document that specifies an order for services placed against an established contract to satisfy a Government requirement. Task Orders will include, at a minimum, a: Statement of Work, Period of Performance, Milestone and Deliverable Schedule and Cost Ceiling Amount which the contractor shall not exceed. Task Orders shall be considered "awarded" upon signing and dating of the Task Order by the Contracting Officer.

Task Order Period of Performance: As it appears on each Task Order, the Task Order Period of Performance specifies the date on which work defined in each Task Order shall commence and the date on which all work shall be completed. The effective date may or may not coincide with the date of Task Order award.

Task Order Request for Proposal: A document provided to the contractor which specifies the purpose, objective, specific performance requirements, milestones and objectives of a prospective Task Order. Based on the Request for Proposal, the Contractor shall provide its technical and cost proposal for fulfilling the Task Order's specific requirements.

Task Order Ceiling Amount: The maximum dollar value of a specific, awarded Task Order. The ceiling amount is an estimate and does not obligate the government to reimburse the Contractor up to that Task Order ceiling amount.

Training work related to conducting the 2.5 day NHTSA communication course that NHTSA offers to state highway safety offices. This work includes understanding the curriculum, presenting the training, and updates.

Total Ceiling Amount: The Total Ceiling Amount for any given contract year represents the maximum total amount for all Task Orders issued for that contract year. This annual ceiling amount is an estimate and does not obligate the government to reimburse the Contractor up to that ceiling amount.

Usage Fees: In paid broadcast advertising, fees paid to performers who perform in television commercials or radio spots. The fee is based on the scope of the media buy (i.e. the number of airplays and the number and size of media markets in which the advertisement will air). Usage fees are paid *in addition* to holding fees.



U.S. Department
of Transportation

**National Highway
Traffic Safety
Administration**

1200 New Jersey Avenue SE
Washington, D.C. 20590

[Date]

[Contractor Address]

Subject: Authority to Incur Pre-award Costs, Contract Number _____, Task Order _

Dear **[Contractor's Project Manager]**:

In anticipation of the forthcoming award of the subject Task Order and the critical need to begin work without further delay, this letter authorizes **[Contractor name]** to commence work on this Task Order as of the date of this letter and subject to the following condition(s):

- The Contractor may incur Task Order pre-award costs and invoice the Government for those costs up to a ceiling amount of **[Cost Ceiling Amount]**.
- **[Additional Conditions as Applicable]**

Should have any questions regarding this letter, please feel free to contact me at **[Contracting Officer's POC information]**.

Sincerely,

[Contracting Officer's POC information]
Contracting Officer

MANDATORY REQUIREMENTS CHECKLIST

Below are eight (8) mandatory requirements which must be met by an offeror in order to successfully perform work under this contract. To be considered for award, the Offeror must place an "X" in the "YES" column for each of the eight Mandatory Requirements. The offeror must also provide a one or two paragraph explanation for each requirement which supports its affirmative response. In response to Mandatory Requirement 8 (regarding financial resources needed to incur and carry Statutorily-Mandated Advertising Costs), the Offeror must provide documentation to support its affirmative response (e.g. Letter of Credit). An authorized representative of the Offeror must then sign and date in the space provided below thereby certifying that it does meet all Mandatory Requirements.

The remaining portions of the Offeror's proposal **will not** be reviewed, and the Offeror **will not** receive further consideration for contract award, if any of the following applies:

- The Offeror fails to indicate "Yes" for any and all eight mandatory requirements;
- The Offeror fails to provide an explanation for its "Yes" response to any and all eight mandatory requirements;
- The Offeror indicates "No" for any one mandatory requirement;
- The certification provided at the bottom of the Mandatory Requirement Checklist is not signed and dated by an authorized representative of the Offeror's firm.

YES The Offeror shall place an "X" in the cell below if it does meet the corresponding Mandatory Requirement	NO The Offeror shall place an "X" in the cell below if it <u>does not</u> meet the corresponding Mandatory Requirement	MANDATORY REQUIREMENT
		1. The Offeror has demonstrated experience in developing and executing national- and local-level multi-media communication campaigns.
		2. The Offeror has demonstrated experience in multimedia advertising campaigns which include TV, radio, print, guerilla marketing, social media, and the internet.
		3. The Offeror has demonstrated experience in negotiating and executing national media buys that have yielded value-added media.
		4. The Offeror has demonstrated experience in conducting and analyzing market research on a local and national level to develop and implement strategic and tactical communication plans.
		5. The Offeror has demonstrated experience in Website marketing that includes design and promotion to general and segmented audiences.
		6. The Offeror has demonstrated experience in planning and conducting media events and earned media opportunities that create multimedia coverage.
		7. The Offeror has demonstrated experience in Developing and fostering corporate, government and media relationships for the purpose of promoting communication campaigns.
		8. The Offeror has the financial resources and capabilities necessary to absorb and carry all Task Order costs until reimbursed by the Government in accordance with the Payment terms of the contract. This includes the ability to absorb and carry costs associated with Statutorily-Mandated Advertising (SMA) until reimbursed by the Government in accordance with Section G.1.2 of this RFP and the resultant Contract.

 Name and Signature of the Person Certifying
 that the above responses are true

 Date of Certification

ENCLOSURE (2)

FUNCTIONAL AREA COMPOSITION WORKSHEETS

As defined in Attachment 1, this RFP (and the resultant contract) include nine (9) “Functional Areas.” Functional Areas are areas of technical expertise required to perform work on Task Orders issued under the resultant contract. Each Functional Area may represent a single, or a composite number of labor categories of the same or differing levels of expertise. The following steps shall be followed in completing the attached Functional Area Composition Worksheets:

STEP 1: Direct Labor Categories: Identify those Direct Labor Categories the Offeror intends to use for each Functional Area. Those Labor Categories shall be entered in the Functional Area Worksheets under “Column A, Direct Labor Categories” for each Functional Area. For example, an Offeror may determine that to fulfill the requirements of the *Press Events / Earned Media* Functional Area, it will require an Event Coordinator I, and Event Coordinator II, a Public Affairs Specialist, and an Administrative Assistant II. The Offeror would then list each of these Direct Labor Categories under Column A of the Press Events / Earned Media Functional Area tables included as part of this Enclosure (2).

STEP 2: Level of Effort Contribution: Identify the degree to which each Direct Labor Category will contribute to fulfilling each Functional Area requirement. “Contribution” is reflected as a percentage of the total effort expended for that Functional Area. Using the same *Press Events / Earned Media* Functional Area as an example, you may determine that this functional area would involve 30% of the Event Coordinator I’s effort, 20% of the Event Coordinator II’s effort, 35% of the Public Affairs Specialist’s effort and 15% of the Administrative Assistant II’s effort. You would therefore enter those percentage contributions in Column B of the Functional Area tables.

STEP 3: Loaded Hourly Labor Rate: Provide the Loaded Hourly Labor Rate for each Direct Labor Category identified in Step 1. The Loaded Hourly Labor Rate is composed of salary, fringe benefits, G&A, Overhead, and Profit. The Offeror shall enter these loaded hourly rates in Column C of the Functional Area tables.

STEP 4: Weighted Average Labor Rate: Calculate the weighted average hourly rate for each Direct Labor Category. The weighted average rate is calculated by multiplying the “Level of Effort Contribution” for each labor category (as determined in Step 2 above) times that labor rate’s loaded hourly rate (as calculated in Step 3 above). The Weighted Average Labor Rate for each Direct Labor Category will then be entered in Column D of the tables.

STEP 5: Loaded Fixed Functional Area Rate: Calculate the Loaded Fixed Functional Area Rate. The Loaded Fixed Rate for a Functional Area is the sum of the Weighted Average Labor Rates (calculated in Step 4 above) for that Functional Area. This Loaded Fixed Functional Area Rate shall be entered in the bottom row of each table. This rate shall also be entered in the contract’s price schedules appearing in Section B.4 of this RFP and resultant contract.

Example:

Functional Area: Press Events / Earned Media

<u>Column A</u> Direct Labor Category	<u>Column B</u> Level of Effort Contribution	<u>Column C</u> Loaded hourly Labor Rate	<u>Column D</u> Weighted Average
Event Coordinator I	30%	\$30.00	\$9
Event Coordinator II	20%	\$40.00	\$8
Public Affairs Specialist	35%	\$50.00	\$17.50
Administrative Asst. II	15%	\$25.00	\$3.75
Loaded Fixed Functional Area Rate			\$38.25

FUNCTIONAL AREA COMPOSITION WORKSHEETS:

The following worksheet format shall be used when calculating Loaded Fixed Functional Area Rates as discussed in the previous page. These worksheets represent one “set” of prices. The Offeror shall submit five (5) sets as part of its price proposal (one set for each of the five potential contract years.) Although the tables are formatted to accommodate three labor categories per Functional Area, Offerors are free to designate either more or fewer than three. Offerors may develop the following tables in either Microsoft Word or Microsoft Excel and submit them in either format. The offeror shall enter the calculated Loaded Fixed Functional Area Rate (see bottom row of each table) into the appropriate Price Schedule in Section B.4 of this RFP.

1. Functional Area: *Account Management*

<u>Column A</u> <i>Direct Labor Category</i>	<u>Column B</u> <i>Level of Effort Contribution</i>	<u>Column C</u> <i>Loaded hourly Labor Rate</i>	<u>Column D</u> <i>Weighted Average</i>
	%	\$	\$
	%	\$	\$
	%	\$	\$
<i>Loaded Fixed Functional Area Rate (Sum of Column D)</i>			\$

2. Functional Area: *Ad Production*

<u>Column A</u> <i>Direct Labor Category</i>	<u>Column B</u> <i>Level of Effort Contribution</i>	<u>Column C</u> <i>Loaded hourly Labor Rate</i>	<u>Column D</u> <i>Weighted Average</i>
	%	\$	\$
	%	\$	\$
	%	\$	\$
<i>Loaded Fixed Functional Area Rate (Sum of Column D)</i>			\$

3. Functional Area: *Media Buy*

<u>Column A</u> <i>Direct Labor Category</i>	<u>Column B</u> <i>Level of Effort Contribution</i>	<u>Column C</u> <i>Loaded hourly Labor Rate</i>	<u>Column D</u> <i>Weighted Average</i>
	%	\$	\$
	%	\$	\$
	%	\$	\$
<i>Loaded Fixed Functional Area Rate (Sum of Column D)</i>			\$

4. Functional Area: *Press Events / Earned Media*

<u>Column A</u> Direct Labor Category	<u>Column B</u> Level of Effort Contribution	<u>Column C</u> Loaded hourly Labor Rate	<u>Column D</u> Weighted Average
	%	\$	\$
	%	\$	\$
	%	\$	\$
Loaded Fixed Functional Area Rate (Sum of Column D)			\$

5. Functional Area: *Planning and Research*

<u>Column A</u> Direct Labor Category	<u>Column B</u> Level of Effort Contribution	<u>Column C</u> Loaded hourly Labor Rate	<u>Column D</u> Weighted Average
	%	\$	\$
	%	\$	\$
	%	\$	\$
Loaded Fixed Functional Area Rate (Sum of Column D)			\$

6. Functional Area: *State Technical Assistance*

<u>Column A</u> Direct Labor Category	<u>Column B</u> Level of Effort Contribution	<u>Column C</u> Loaded hourly Labor Rate	<u>Column D</u> Weighted Average
	%	\$	\$
	%	\$	\$
	%	\$	\$
Loaded Fixed Functional Area Rate (Sum of Column D)			\$

7. Functional Area: *Creative Collateral Design*

<u>Column A</u> Direct Labor Category	<u>Column B</u> Level of Effort Contribution	<u>Column C</u> Loaded hourly Labor Rate	<u>Column D</u> Weighted Average
	%	\$	\$
	%	\$	\$
	%	\$	\$
Loaded Fixed Functional Area Rate (Sum of Column D)			\$

8. Functional Area: *Conference, Meetings, National Forum*

<u>Column A</u> Direct Labor Category	<u>Column B</u> Level of Effort Contribution	<u>Column C</u> Loaded hourly Labor Rate	<u>Column D</u> Weighted Average
	%	\$	\$
	%	\$	\$
	%	\$	\$
Loaded Fixed Functional Area Rate (Sum of Column D)			\$

9. Functional Area: *Marketing and Communications Training*

<u>Column A</u> Direct Labor Category	<u>Column B</u> Level of Effort Contribution	<u>Column C</u> Loaded hourly Labor Rate	<u>Column D</u> Weighted Average
	%	\$	\$
	%	\$	\$
	%	\$	\$
Loaded Fixed Functional Area Rate (Sum of Column D)			\$

ENCLOSURE (3)
PRICE EVALUATION WORKSHEETS

The Offeror shall complete the following five (5) Price Evaluation Worksheets and submit them as part of its Cost/Price proposal. The Government will use these evaluation worksheets to compare an Offeror's prices and costs to those submitted by other Offerors. The following instructions apply:

1. For planning and proposal purposes, the Offeror shall anticipate a contract award date of early April 2013. Base Year 1 would therefore run from April 2013 to April 2014. Base Year 2 and all subsequent option periods would also run in successive one-year increments.
2. **Column B "Loaded Fixed Functional Area Rates."** The Offeror shall insert the Fixed Functional Area Rate for each Functional Area as calculated in Enclosure (2).
3. **Column C "Level of Effort."** The hours listed in Column C represent the Government's estimate of the total number of labor hours for each associated Functional Area for the specified Contract Year.
4. **Column D "Extended Functional Area Cost."** The Offeror shall multiply the Loaded Fixed Functional Area Rate (Column B) by the government's estimated Level of Effort (Column C) to arrive at the Extended Functional Area Cost (Column D) for each Functional Area.
5. **Total Functional Area Cost:** The Offeror shall calculate the sum of all Extended Functional Area Costs (Column D) and enter the Total Functional Area Cost in the bottom row of Column D.
6. **Column E "Other Direct Costs."** Other Direct Costs are those costs expected to be incurred in performing the resultant contract and are not identified as Functional Area Costs (Refer to Attachment 1 "Acronyms and Definition of Terms" for complete definitions).
7. **Column F "Estimated Costs."** Based on historical data and potential future requirements, the government has estimated the cost for each other Direct Cost category for the specified contract year. That cost is cited in Column F.
8. **Column G "Offeror's Indirect Cost Rate"** The Offeror shall enter its indirect cost rate, if applicable, in Column G (e.g. G&A, O/H, etc.) consistent with its normal accounting practices. These indirect costs may be applied to Other Direct Costs only to the extent that they are not also recovered as part of the Loaded Fixed Functional Area Rates. Indirect costs **may not** be applied to *Statutorily-Mandated Advertising*.
9. **Column H "Extended Other Direct Cost"** The Offeror shall calculate the Extended Cost for each Other Direct Cost category by multiplying the Estimated Cost (Column F) times its applicable Indirect Cost Rate (Column G) and adding that figure to the Column F amount.
10. **Total Other Direct Costs:** The Offeror shall calculate the sum of all Extended Other Direct Costs in Column H and enter the Total Other Direct Cost in the appropriate row at the bottom of each table.
11. **Total Estimated Ceiling Amount:** The Offeror shall add the Total Functional Area Cost (See #5 above) to the Total Other Direct Cost (See #10 above) to arrive at the Total Estimated Ceiling Amount for each Contract Year.

Base Year 1:

(For planning purposes, Offerors shall assume a Base Year 1 start date of early April 2013 and continuing for 12-month thereafter.

A. Functional Areas	B. Loaded Fixed Functional Area Rates	C. Level of Effort	D. Extended Functional Area Cost
Account Management	\$	9150	\$
Ad Production	\$	5581	\$
Media Buy	\$	2532	\$
Press Events/Earned Media	\$	1544	\$
Planning and Research	\$	541	\$
State Technical Assistance	\$	400	\$
Creative Collateral Design	\$	3660	\$
Conference, Meetings, and National Forum	\$	650	\$
Marketing and Communications Training	\$	538	\$
Total Functional Area Cost			\$
E. Other Direct Costs	F. Estimated Cost	G. Offeror's Indirect Cost Rate (If applicable)	H. Extended Other Direct Cost
Travel	\$ 99,506	%	\$
Discretionary Advertising	\$ 2,281,659	%	\$
Miscellaneous Direct Costs	\$ 2,692,705	%	\$
Statutorily-Mandated Advertising (SMA)	\$ 26,000,000		\$ 26,000,000
Total Other Direct Cost			\$
TOTAL BASE YEAR 1 ESTIMATED CEILING AMOUNT			\$

Base Year 2:

(For planning purposes, Offerors shall assume a Base Year 2 start date of early April 2014 and continuing for 12-month thereafter.)

A. Functional Areas	B. Loaded Fixed Functional Area Rates	C. Level of Effort	D. Extended Functional Area Cost
Account Management	\$	9333	\$
Ad Production	\$	5693	\$
Media Buy	\$	2582	\$
Press Events/Earned Media	\$	1575	\$
Planning and Research	\$	551	\$
State Technical Assistance	\$	408	\$
Creative Collateral Design	\$	3733	\$
Conference, Meetings, and National Forum	\$	663	\$
Marketing and Communications Training	\$	548	\$
Total Functional Area Cost			\$
E. Other Direct Costs	F. Estimated Cost	G. Offeror's Indirect Cost Rate (If applicable)	H. Extended Other Direct Cost
Travel	\$ 102,385	%	\$
Discretionary Advertising	\$ 2,549,298	%	\$
Miscellaneous Direct Costs	\$ 2,865,257	%	\$
Statutorily-Mandated Advertising (SMA)	\$ 34,000,000		\$ 34,000,000
Total Other Direct Cost			\$
TOTAL BASE YEAR 2 ESTIMATED CEILING AMOUNT			\$

Option Year 1:

(For planning purposes, Offerors shall assume an Option Year 1 start date of early April 2015 and continuing for 12-month thereafter.)

A. Functional Areas	B. Loaded Fixed Functional Area Rates	C. Level of Effort	D. Extended Functional Area Cost
Account Management	\$	9520	\$
Ad Production	\$	5807	\$
Media Buy	\$	2634	\$
Press Events/Earned Media	\$	1607	\$
Planning and Research	\$	562	\$
State Technical Assistance	\$	416	\$
Creative Collateral Design	\$	3808	\$
Conference, Meetings, and National Forum	\$	676	\$
Marketing and Communications Training	\$	559	\$
Total Functional Area Cost			\$
E. Other Direct Costs	F. Estimated Cost	G. Offeror's Indirect Cost Rate (If applicable)	H. Extended Other Direct Cost
Travel	\$ 105,264	%	\$
Discretionary Advertising	\$ 2,816,937	%	\$
Miscellaneous Direct Costs	\$ 3,037,809	%	\$
Statutorily-Mandated Advertising (SMA)	\$ 34,000,000		\$ 34,000,000
Total Other Direct Cost			\$
TOTAL OPTION YEAR 1 ESTIMATED CEILING AMOUNT			\$

Option Year 2:

(For planning purposes, Offerors shall assume an Option Year 2 start date of early April 2016 and continuing for 12-month thereafter.)

A. Functional Areas	B. Loaded Fixed Functional Area Rates	C. Level of Effort	D. Extended Functional Area Cost
Account Management	\$	9710	\$
Ad Production	\$	5923	\$
Media Buy	\$	2687	\$
Press Events/Earned Media	\$	1639	\$
Planning and Research	\$	574	\$
State Technical Assistance	\$	424	\$
Creative Collateral Design	\$	3884	\$
Conference, Meetings, and National Forum	\$	690	\$
Marketing and Communications Training	\$	570	\$
Total Functional Area Cost			\$
E. Other Direct Costs	F. Estimated Cost	G. Offeror's Indirect Cost Rate (If applicable)	H. Extended Other Direct Cost
Travel	\$ 108,144	%	\$
Discretionary Advertising	\$ 3,084,575	%	\$
Miscellaneous Direct Costs	\$ 3,210,361	%	\$
Statutorily-Mandated Advertising (SMA)	\$ 34,000,000		\$ 34,000,000
Total Other Direct Cost			\$
TOTAL OPTION YEAR 2 ESTIMATED CEILING AMOUNT			\$

Option Year 3:

(For planning purposes, Offerors shall assume an Option Year 3 start date of early April 2017 and continuing for 12-month thereafter.)

A. Functional Areas	B. Loaded Fixed Functional Area Rates	C. Level of Effort	D. Extended Functional Area Cost
Account Management	\$	9905	\$
Ad Production	\$	6042	\$
Media Buy	\$	2740	\$
Press Events/Earned Media	\$	1672	\$
Planning and Research	\$	585	\$
State Technical Assistance	\$	433	\$
Creative Collateral Design	\$	3961	\$
Conference, Meetings, and National Forum	\$	703	\$
Marketing and Communications Training	\$	582	\$
Total Functional Area Cost			\$
E. Other Direct Costs	F. Estimated Cost	G. Offeror's Indirect Cost Rate (If applicable)	H. Extended Other Direct Cost
Travel	\$ 111,023	%	\$
Discretionary Advertising	\$ 3,352,214	%	\$
Miscellaneous Direct Costs	\$ 3,382,913	%	\$
Statutorily-Mandated Advertising (SMA)	\$ 34,000,000		\$ 34,000,000
Total Other Direct Cost			\$
TOTAL OPTION YEAR 3 ESTIMATED CEILING AMOUNT			\$

TASK ORDER 01 COST/PRICE PROPOSAL

Based upon the Task Order 01 Statement of Objectives presented in Enclosure (4) of this RFP, the Offeror shall prepare its cost/price proposal by completing all applicable blocks in the following price schedule. The Offeror shall:

- 1). Determine which Functional Areas will be needed to fulfill the Task Order 01 requirements.
- 2). Enter the hourly "Loaded Functional Area Rate" for each Functional Area identified by the Offeror. These rates shall be the same as those presented in Section B.3.1 of the RFP.
- 3). Enter the number of "Hours" required of each applicable Functional Area to fulfill this Task Order 01 requirement.
- 4). Multiply the hourly "Loaded Functional Area Rate" by that Functional Area's "Hours" to arrive at the "Total Cost" for each Functional Area
- 5). Itemize any "Other Direct Costs" that may apply and enter those costs in the schedule.
- 6). Apply any approved Indirect Cost Rates to Other Direct Costs.
- 7). Add the Total Functional Area Cost to the Other Direct Cost to arrive at a Total Task Order 01 ceiling amount.

FUNCTIONAL AREA	Loaded Functional Area Rates	Hours	Total Cost
Account Management	\$		\$
Ad Production	\$		\$
Media Buy	\$		\$
Press Events/Earned Media	\$		\$
State Technical Assistance	\$		\$
Creative Collateral Design	\$		\$
Conference, Meetings, National Forum	\$		\$
Marketing and Communications Training	\$		\$
Total Functional Area Hours			
Total Functional Area Cost			\$
OTHER DIRECT COSTS	Indirect Cost Rate (If applicable)		Total Cost
Statutorily-Mandated Advertising (SMA)			N/A
Discretionary Advertising	%		\$
Miscellaneous Direct Costs	%		\$
Travel	%		\$
Total Other Direct Costs			\$
Total Task Order 01 Ceiling Cost			\$