

SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

RATING

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2. CONTRACT NUMBER		3. SOLICITATION NUMBER DTNH22-08-R-00121		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 06/30/2008		6. REQUISITION/PURCHASE NUMBER	
7. ISSUED BY Office Of Acquisition Management DOT/NHTSA/NPO-320 1200 New Jersey Avenue, SE Washington, DC 20590				8. ADDRESS OFFER TO (If other than Item 7)					

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

SOLICITATION

9. Sealed offers in original and 5 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 ES local time 08/04/2008
(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 Chelly Johnson-Jones	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS chelly.johnson-jones@dot.gov
		AREA CODE 202	NUMBER 366-1943	EXT.	

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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.B)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
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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)
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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.	<input type="checkbox"/>		

AWARD (To be completed by government)

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

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

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is unusable

STANDARD FORM 33 (Rev. 9-97)
Prescribed by GSA - FAR (48 CFR) 53.214(c)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DTNH22-08-R-00121

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>TITLE: Multi-Standard Solicitation for FMVSS 206, 209 and 218 Compliance Testing</p> <p>Please send proposals to:</p> <p>Chelly Johnson-Jones Department of Transportation National Highway Traffic Administration 1200 New Jersey Avenue NPO-320, W51-115 Washington, DC 20590</p> <p>Phone: 202-366-1943 Fax: 202-366-9555 E-mail: chelly.johnson-jones@dot.gov</p>				

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SUPPLIES/SERVICES

- a. The Contractor shall provide the necessary qualified personnel, facilities, materials, supplies, equipment, and services, except as identified in Sections H.5, Government Furnished Test Items (GFTI), which are necessary to perform the Compliance Test Program for FMVSS No. 206, *Door Locks and Door Retention Components*, FMVSS No. 209, *Seat Belt Assemblies*, and FMVSS No. 218, *Motorcycle Helmets*, as applicable, for the Office of Vehicle Safety Compliance (OVSC) of the National Highway Traffic Safety Administration (NHTSA). The Compliance Test Programs consist of the effort described in Section C, Statement of Work (SOW), of this contract.
- b. The Government intends to award an Indefinite Delivery, Indefinite Quantity, Firm Fixed Price (with cost reimbursement portion) Contract from this solicitation.

B.2 MINIMUM/MAXIMUM OBLIGATIONS

Minimum obligation – The Government shall guarantee the known quantities of tests during the Base Years for each FMVSS Nos. 206, 209, and 218 specified in Sections B.4, B.5, and B.6, Price Schedules.

Maximum obligation – The Contractor shall be obligated to provide services and support up to the maximum number of tests specified in each of the Price Schedules listed for FMVSS Nos. 206, 209, and 218 which includes the Base and Option Years.

B.3 CONTRACT PRICES

The following compliance testing prices shall apply for payment purposes and shall include any charges for storage services.¹ Prices for the base period are in effect for Twelve (12) consecutive months following the effective date of the contract.

Optional quantity prices shall be effective for those periods shown in each of the contract Price Schedules (B.4 through B.6).

Costs shall be billed at rates in effect at the time the test item purchasing and testing are conducted regardless of when the agency accepts the corresponding final test report.

Upon delivery and acceptance of supplies and services described in Section C, Statement of Work (SOW), the Government shall pay to the contractor the fixed prices set forth in Sections B.4 through B.6, Price Schedules.

¹All Storage costs as specified in Statement of Work, Sections C.1.7, C.2.6, and C.3.6, Storage of Test Items, Parts, Components, or Equipment, if any, must be included in the test prices set forth in Sections B.4 through B.6. The fixed unit price for each test includes all costs associated with conducting the test, issuing the test report, and storing and disposing of the test items in accordance with the requirements of the contract.

Known Requirements (Base Period)

The agency's known requirement of Base Period (FMVSS 206, 209, and 218) represents a guaranteed minimum level of work required under this contract as specified in section B.4 through B.6, Price Schedules.

Optional Requirements (Base Period options and Option Periods 1 through 4)

The agency's optional quantities, Base Period optional quantities and Option Periods 1 through 4 stated in sections B.4 through B.6, Price Schedule represent estimates of the Government's requirements.

Increased Optional Quantities (Base Period options and Option Period 1 through 4)

The Government reserves the right to increase the optional quantities of testing services provided under the resultant contract up to the maximum optional quantities specified and for the periods indicated. The Contractor shall be reimbursed for the costs of the test items as well as paid a fixed price as listed in CLIN 0003.

B.4 PRICE SCHEDULE – BASE PERIOD

FMVSS No. 206 Compliance Testing Charges

BASE PERIOD - TWELVE (12) MONTHS

From the effective date of award through twelve (12) months thereafter

(CONTRACT YEAR 1 PRICING)

YEAR 1 CEILING AMOUNT: \$ _____

<u>LINE</u>	<u>ITEM NUMBER</u>	<u>QUANTITY</u>	<u>FIXED UNIT PRICE</u>
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0001. FMVSS NO. 206 Side Door Tests

Base year known Requirement	<u>25</u>	\$ _____
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0002. FMVSS NO. 206 Back Door Tests

Base year known Requirement	<u>10</u>	\$ _____
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For all testing specified in CLINs 0001 and 0002 above, a FMVSS No. 206 test includes door latch and hinge testing, and preparation and delivery of the Final Report as specified in the Office of Vehicle Safety Compliance Test Procedure TP-206-06 and TP-206-07 as applicable (Attachments 1 and 2 respectively).

0003. Purchase of FMVSS No. 206 Test Items (CPTI)

Base year Optional Requirement	<u>1-20</u>	\$ _____
	<u>21-35</u>	\$ _____

Requirements for the contractor to purchase test items per CLIN 0003 will be provided by the COTR. Each test item purchase shall consist of all required parts for a specific model vehicle door test as specified in section C.1.4. Actual cost paid to contractor shall include reimbursement of the cost of the test items purchased along with the corresponding contractors fixed price (i.e., price for performing purchase).

B.4.1 PRICE SCHEDULE – OPTION PERIOD 1

FMVSS No. 206 Compliance Testing Charges

OPTION PERIOD 1 - TWELVE (12) MONTHS (Contract Year 2)
From the end of base year through twelve (12) months thereafter

(CONTRACT YEAR 2 PRICING)

YEAR 2, CEILING AMOUNT: \$ _____

<u>LINE</u>	<u>ITEM NUMBER</u>	<u>QUANTITY</u>	<u>FIXED UNIT PRICE</u>
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0004. FMVSS NO. 206 Side Door Tests

Year 2 Optional Requirement		<u>1-15</u>	\$ _____
		<u>16-25</u>	\$ _____

0005. FMVSS NO. 206 Back Door Tests

Year 2 Optional Requirement		<u>1-5</u>	\$ _____
		<u>6-10</u>	\$ _____

For all testing specified in CLINs 0004 and 0005 above, a FMVSS No. 206 test includes door latch and hinge testing, and preparation and delivery of the Final Report as specified in the Office of Vehicle Safety Compliance Test Procedure TP-206-06 and TP-206-07 as applicable (Attachments 1 and 2 respectively).

0006. Purchase of FMVSS No. 206 Test Items (CPTI)

Year 2 Optional Requirement		<u>1-20</u>	\$ _____
		<u>21-35</u>	\$ _____

Requirements for the contractor to purchase test items per CLIN 0006 will be provided by the COTR. Each test item purchase shall consist of all required parts for a specific model vehicle door test as specified in section C.1.4. The Contractor shall be reimbursed for the cost of the test items as well as paid a fixed price as listed in CLIN 0006.

B.4.2 PRICE SCHEDULE – OPTION PERIOD 2

FMVSS No. 206 Compliance Testing Charges

OPTION PERIOD 2 - TWELVE (12) MONTHS (Contract year 3)
From end of Option Period 1 through twelve months thereafter

(CONTRACT YEAR 3 PRICING)

YEAR 3, CEILING AMOUNT: \$ _____

<u>LINE</u>	<u>ITEM NUMBER</u>	<u>QUANTITY</u>	<u>FIXED UNIT PRICE</u>
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0007. FMVSS NO. 206 Side Door Tests

Year 3 Optional Requirement		<u>1-15</u>	\$ _____
		<u>16-25</u>	\$ _____

0008. FMVSS NO. 206 Back Door Tests

Year 3 Optional Requirement		<u>1-5</u>	\$ _____
		<u>6-10</u>	\$ _____

For all testing specified in CLINs 0007 and 0008 above, a FMVSS No. 206 test includes door latch and hinge testing, and preparation and delivery of the Final Report as specified in the Office of Vehicle Safety Compliance Test Procedure TP-206-06 and TP-206-07 as applicable (Attachments 1 and 2 respectively).

0009. Purchase of FMVSS No. 206 Test Items (CPTI)

Year 3 Optional Requirement		<u>1-20</u>	\$ _____
		<u>21-35</u>	\$ _____

Requirements for the contractor to purchase test items per CLIN 0009 will be provided by the COTR. Each test item purchase shall consist of all required parts for a specific model vehicle door test as specified in section C.1.4. The Contractor shall be reimbursed for the cost of the test items as well as paid a fixed price as listed in CLIN 0009.

B.4.3 PRICE SCHEDULE – OPTION PERIOD 3

FMVSS No. 206 Compliance Testing Charges

OPTION PERIOD 3 - TWELVE (12) MONTHS (Contract year 4)
From the end of Option Period 2 through twelve (12) months thereafter

(CONTRACT YEAR 4 PRICING)

YEAR 4, CEILING AMOUNT: \$ _____

<u>LINE</u>	<u>ITEM NUMBER</u>	<u>QUANTITY</u>	<u>FIXED UNIT PRICE</u>
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0010. FMVSS NO. 206 Side Door Tests

Year 4 Optional Requirement		<u>1-15</u>	\$ _____
		<u>16-25</u>	\$ _____

0011. FMVSS NO. 206 Back Door Tests

Year 4 Optional Requirement		<u>1-5</u>	\$ _____
		<u>6-10</u>	\$ _____

For all testing specified in CLINs 0010 and 0011 above, a FMVSS No. 206 test includes door latch and hinge testing, and preparation and delivery of the Final Report as specified in the Office of Vehicle Safety Compliance Test Procedure TP-206-06 and TP-206-07 as applicable (Attachments 1 and 2 respectively).

0012. Purchase of FMVSS No. 206 Test Items (CPTI)

Year 4 Optional Requirement		<u>1-20</u>	\$ _____
		<u>21-35</u>	\$ _____

Requirements for the contractor to purchase test items per CLIN 0012 will be provided by the COTR. Each test item purchase shall consist of all required parts for a specific model vehicle door test as specified in section C.1.4. The Contractor shall be reimbursed for the cost of the test items as well as paid a fixed price as listed in CLIN 0012.

B.4.4 PRICE SCHEDULE – OPTION PERIOD 4

FMVSS No. 206 Compliance Testing Charges

OPTION PERIOD 4 - TWELVE (12) MONTHS (Contract Year 5)
From the end of Option Period 3 through twelve (12) months thereafter

(CONTRACT YEAR 5 PRICING)

YEAR 5, CEILING AMOUNT: \$ _____

<u>LINE ITEM NUMBER</u>	<u>QUANTITY</u>	<u>FIXED UNIT PRICE</u>
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0013. FMVSS NO. 206 Side Door Tests

Year 5 Optional Requirement	<u>1-15</u>	\$ _____
	<u>16-25</u>	\$ _____

0014. FMVSS NO. 206 Back Door Tests

Year 5 Optional Requirement	<u>1-5</u>	\$ _____
	<u>6-10</u>	\$ _____

For all testing specified in CLINs 0013 and 0014 above, a FMVSS No. 206 test includes door latch and hinge testing, and preparation and delivery of the Final Report as specified in the Office of Vehicle Safety Compliance Test Procedure TP-206-06 and TP-206-07 as applicable (Attachments 1 and 2 respectively).

0015. Purchase of FMVSS No. 206 Test Items (CPTI)

Year 5 Optional Requirement	<u>1-20</u>	\$ _____
	<u>21-35</u>	\$ _____

Requirements for the contractor to purchase test items per CLIN 0015 will be provided by the COTR. Each test item purchase shall consist of all required parts for a specific model vehicle door test as specified in section C.1.4. The Contractor shall be reimbursed for the cost of the test items as well as paid a fixed price as listed in CLIN 0015.

B.5 PRICE SCHEDULE – BASE PERIOD

FMVSS No. 209 Compliance Testing Charges

BASE PERIOD - TWELVE (12) MONTHS

From the effective date of award through twelve (12) months thereafter

(CONTRACT YEAR 1 PRICING)

YEAR 1, CEILING AMOUNT: \$ _____

<u>LINE</u>	<u>ITEM NUMBER</u>	<u>QUANTITY</u>	<u>FIXED UNIT PRICE</u>
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0016. FMVSS No. 209 Hardware & Assembly Performance Testing (Group C)

Base year known Requirement	<u>10</u>	\$ _____
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0017. FMVSS No. 209 Retractor Performance Testing (Group D)

Base year known Requirement	<u>10</u>	\$ _____
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0018. FMVSS No. 209 Hardware & Assembly Performance Testing (Group C)

Base year Optional Requirements	<u>1-10</u>	\$ _____
	<u>11-30</u>	\$ _____

0019. FMVSS No. 209 Retractor Performance Testing (Group D)

Base year Optional Requirements	<u>1-10</u>	\$ _____
	<u>11-30</u>	\$ _____

0020. FMVSS No. 209 Webbing Abrasion Testing (Group B)

Base year Optional Requirements	<u>1-10</u>	\$ _____
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0021. Procurement of Test Items

Base year Optional Requirements	<u>1-40</u>	\$ _____
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Notes:

Requirements for the contractor to purchase test items will be provided by the COTR. Each test item purchase shall consist of all required parts for a specific model vehicle seat belt assembly test (see Sections C.2.1 and C.2.3). The Contractor shall be reimbursed for the cost of the test items as well as paid a fixed price as listed in CLIN 0021.

B.5.1 PRICE SCHEDULE – OPTION PERIOD 1

FMVSS No. 209 Compliance Testing Charges

OPTION PERIOD 1 - TWELVE (12) MONTHS (Contract Year 2)
From the end of Base Period through twelve (12) months thereafter

(CONTRACT YEAR 2 PRICING)

YEAR 2, CEILING AMOUNT: \$ _____

<u>LINE</u>	<u>ITEM NUMBER</u>	<u>QUANTITY</u>	<u>FIXED UNIT PRICE</u>
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0021. FMVSS No. 209 Hardware & Assembly Performance Testing (Group C)

Year 2 Optional Requirements	<u>1-20</u>	\$ _____
	<u>21-40</u>	\$ _____

0022. FMVSS No. 209 Retractor Performance Testing (Group D)

Year 2 Optional Requirements	<u>1-20</u>	\$ _____
	<u>21-40</u>	\$ _____

0023. FMVSS No. 209 Webbing Abrasion Testing (Group B)

Year 2 Optional Requirements	<u>1-10</u>	\$ _____
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0024. Procurement of Test Items

Year 2 Optional Requirements	<u>1-40</u>	\$ _____
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Notes:

Requirements for the contractor to purchase test items will be provided by the COTR. Each test item purchase shall consist of all required parts for a specific model vehicle seat belt assembly test (see Section C.2.1 and C.2.3). The Contractor shall be reimbursed for the cost of the test items as well as paid a fixed price as listed in CLIN 0024.

B.5.2 PRICE SCHEDULE – OPTION PERIOD 2

FMVSS No. 209 Compliance Testing Charges

OPTION PERIOD 2 - TWELVE (12) MONTHS (Contract year 3)
From the end of Option Period 1 through twelve (12) months thereafter

(CONTRACT YEAR 3 PRICING)

YEAR 3, CEILING AMOUNT: \$ _____

<u>LINE</u>	<u>ITEM NUMBER</u>	<u>QUANTITY</u>	<u>FIXED UNIT PRICE</u>
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0025. FMVSS No. 209 Hardware & Assembly Performance Testing (Group C)

Year 3 Optional Requirements	<u>1-20</u>	\$ _____
	<u>21-40</u>	\$ _____

0026. FMVSS No. 209 Retractor Performance Testing (Group D)

Year 3 Optional Requirements	<u>1-20</u>	\$ _____
	<u>21-40</u>	\$ _____

0027. FMVSS No. 209 Webbing Abrasion Testing (Group B)

Year 3 Optional Requirements	<u>1-10</u>	\$ _____
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0028. Procurement of Test Items

Year 3 Optional Requirements	<u>1-40</u>	\$ _____
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Notes:

Requirements for the contractor to purchase test items will be provided by the COTR. Each test item purchase shall consist of all required parts for a specific model vehicle seat belt assembly test (see Section C.2.1 and C.2.3). The Contractor shall be reimbursed for the cost of the test items as well as paid a fixed price as listed in CLIN 0028.

B.5.3 PRICE SCHEDULE – OPTION PERIOD 3

FMVSS No. 209 Compliance Testing Charges

OPTION PERIOD 3 - TWELVE (12) MONTHS (Contract year 4)
From the end of Option Period 2 through twelve (12) months thereafter

(CONTRACT YEAR 4 PRICING)

YEAR 4, CEILING AMOUNT: \$ _____

<u>LINE</u>	<u>ITEM NUMBER</u>	<u>QUANTITY</u>	<u>FIXED UNIT PRICE</u>
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0029. FMVSS No. 209 Hardware & Assembly Performance Testing (Group C)

Year 4 Optional Requirements	<u>1-20</u>	\$ _____
	<u>21-40</u>	\$ _____

0030. FMVSS No. 209 Retractor Performance Testing (Group D)

Year 4 Optional Requirements	<u>1-20</u>	\$ _____
	<u>21-40</u>	\$ _____

0031. FMVSS No. 209 Webbing Abrasion Testing (Group B)

Year 4 Optional Requirements	<u>1-10</u>	\$ _____
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0032. Procurement of Test Items

Year 4 Optional Requirements	<u>1-40</u>	\$ _____
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Notes:

Requirements for the contractor to purchase test items will be provided by the COTR. Each test item purchase shall consist of all required parts for a specific model vehicle seat belt assembly test (see Section C.2.1 and C.2.3). The Contractor shall be reimbursed for the cost of the test items as well as paid a fixed price as listed in CLIN 0032.

B.5.4 PRICE SCHEDULE – OPTION PERIOD 4

FMVSS No. 209 Compliance Testing Charges

OPTION PERIOD 4 - TWELVE (12) MONTHS (Contract Year 5)
From the end of Option Period 3 through twelve (12) months thereafter

(CONTRACT YEAR 5 PRICING)

YEAR 5, CEILING AMOUNT: \$ _____

<u>LINE</u>	<u>ITEM NUMBER</u>	<u>QUANTITY</u>	<u>FIXED UNIT PRICE</u>
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0033 FMVSS No. 209 Hardware & Assembly Performance Testing (Group C)

Year 5 Optional Requirements	<u>1-20</u>	\$ _____
	<u>21-40</u>	\$ _____

0034. FMVSS No. 209 Retractor Performance Testing (Group D)

Year 5 Optional Requirements	<u>1-20</u>	\$ _____
	<u>21-40</u>	\$ _____

0035. FMVSS No. 209 Webbing Abrasion Testing (Group B)

Year 5 Optional Requirements	<u>1-10</u>	\$ _____
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0036. Procurement of Test Items

Year 5 Optional Requirements	<u>1-40</u>	\$ _____
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Notes:

Requirements for the contractor to purchase test items will be provided by the COTR. Each test item purchase shall consist of all required parts for a specific model vehicle seat belt assembly test (see Section C.2.1 and C.2.3). The Contractor shall be reimbursed for the cost of the test items as well as paid a fixed price as listed in CLIN 0036.

B.6 PRICE SCHEDULE – BASE PERIOD

FMVSS No. 218 Compliance Testing Charges

BASE PERIOD - TWELVE (12) MONTHS

From the effective date of contract award through twelve (12) months thereafter

(CONTRACT YEAR 1 PRICING)

YEAR 1, CEILING AMOUNT: \$ _____

<u>LINE</u>	<u>ITEM NUMBER</u>	<u>QUANTITY</u>	<u>FIXED UNIT PRICE</u>
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0037. FMVSS No. 218 Compliance Test

Base year known Requirement	<u>10</u>	\$ _____
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0038. FMVSS No. 218 Compliance Test

Base year Optional Requirements	<u>1-20</u>	\$ _____
	<u>21-40</u>	\$ _____
	<u>41-50</u>	\$ _____

0039. Procurement of Test Items

Base year Optional Requirements	<u>1-40</u>	\$ _____
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Notes:

Requirements for the contractor to purchase test items will be provided by the COTR. Each test item purchase shall consist of all required parts for a specific model motorcycle helmet test (see Sections C.3.1 and C.3.3). The Contractor shall be reimbursed for the cost of the test items as well as paid a fixed price as listed in CLIN 0039.

B.6.1 PRICE SCHEDULE – OPTION PERIOD 1

FMVSS No. 218 Compliance Testing Charges

OPTION PERIOD 1 - TWELVE (12) MONTHS (Contract Year 2)
 From the end of Base Period through twelve (12) months thereafter

(CONTRACT YEAR 2 PRICING)

YEAR 2, CEILING AMOUNT: \$ _____

<u>LINE ITEM NUMBER</u>	<u>QUANTITY</u>	<u>FIXED UNIT PRICE</u>
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0040. FMVSS No. 218 Compliance Test

Year 2 Optional Requirements	<u>1-20</u>	\$ _____
	<u>21-40</u>	\$ _____
	<u>41-50</u>	\$ _____

0041. Procurement of Test Items

Year 2 Optional Requirements	<u>1-40</u>	\$ _____
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Notes:

Requirements for the contractor to purchase test items will be provided by the COTR. Each test item purchase shall consist of all required parts for a specific model motorcycle helmet test (see Sections C.3.1 and C.3.3). The Contractor shall be reimbursed for the cost of the test items as well as paid a fixed price as listed in CLIN 0041.

B.6.2 PRICE SCHEDULE – OPTION PERIOD 2

FMVSS No. 218 Compliance Testing Charges

OPTION PERIOD 2 - TWELVE (12) MONTHS (Contract year 3)
 From the end of Option Period 1 through twelve (12) months thereafter

(CONTRACT YEAR 3 PRICING)

YEAR 3, CEILING AMOUNT: \$ _____

<u>LINE ITEM NUMBER</u>	<u>QUANTITY</u>	<u>FIXED UNIT PRICE</u>
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0042. FMVSS No. 218 Compliance Test

Year 3 Optional Requirements	<u>1-20</u>	\$ _____
	<u>21-40</u>	\$ _____
	<u>41-50</u>	\$ _____

0043. Procurement of Test Items

Year 3 Optional Requirements	<u>1-40</u>	\$ _____
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Notes:

Requirements for the contractor to purchase test items will be provided by the COTR. Each test item purchase shall consist of all required parts for a specific model motorcycle helmet test (see Sections C.3.1 and C.3.3). The Contractor shall be reimbursed for the cost of the test items as well as paid a fixed price as listed in CLIN 0043.

B.6.3 PRICE SCHEDULE – OPTION PERIOD 3

FMVSS No. 218 Compliance Testing Charges

OPTION PERIOD 3 - TWELVE (12) MONTHS (Contract year 4)

From the end of Option Period 2 through twelve (12) thereafter

(CONTRACT YEAR 4 PRICING)

YEAR 4, CEILING AMOUNT: \$ _____

<u>LINE</u>	<u>ITEM NUMBER</u>	<u>QUANTITY</u>	<u>FIXED UNIT PRICE</u>
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0044. FMVSS No. 218 Compliance Test

Year 4 Optional Requirements	<u>1-20</u>	\$ _____
	<u>21-40</u>	\$ _____
	<u>41-50</u>	\$ _____

0045. Procurement of Test Items

Year 4 Optional Requirements	<u>1-40</u>	\$ _____
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Notes:

Requirements for the contractor to purchase test items will be provided by the COTR. Each test item purchase shall consist of all required parts for a specific model motorcycle helmet test (see Sections C.3.1 and C.3.3). The Contractor shall be reimbursed for the cost of the test items as well as paid a fixed price as listed in CLIN 0045

B.6.4 PRICE SCHEDULE – OPTION PERIOD 4

FMVSS No. 218 Compliance Testing Charges

OPTION PERIOD 4 - TWELVE (12) MONTHS (Contract Year 5)
 From the end of Option Period 3 through twelve (12) months thereafter

(CONTRACT YEAR 5 PRICING)

YEAR 5, CEILING AMOUNT:\$_____

<u>LINE ITEM NUMBER</u>	<u>QUANTITY</u>	<u>FIXED UNIT PRICE</u>
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0046. FMVSS No. 218 Hardware & Assembly Performance Testing (Group C)

Year 5 Optional Requirements	<u>1-20</u>	\$ _____
	<u>21-40</u>	\$ _____
	<u>41-50</u>	\$ _____

0047. Procurement of Test Items

Year 5 Optional Requirements	<u>1-40</u>	\$ _____
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Notes:

Requirements for the contractor to purchase test items will be provided by the COTR. Each test item purchase shall consist of all required parts for a specific model motorcycle helmet test (see Sections C.3.1 and C.3.3). The Contractor shall be reimbursed for the cost of the test items as well as paid a fixed price as listed in CLIN 0047.

SECTION C – DESCRIPTION, SPECIFICATIONS, WORK STATEMENT**C. STATEMENT OF WORK****C.1 FMVSS No. 206 TESTING REQUIREMENTS****C.1.1 Background:**

Federal Motor Vehicle Safety Standard (FMVSS) No. 206 establishes minimum performance requirements for motor vehicle door locks and door retention components. The purpose of Standard 206 is to minimize the likelihood of occupants being thrown from a vehicle as a result of impact. The requirements for compliance testing of motor vehicle door locks and door retention components include testing such components to the load test requirements of FMVSS No. 206 as specified in TP-206-06 and TP-206-07 as applicable. TP-206-06 is currently in effect for testing, and TP-206-07 will be effective for testing of components for vehicles manufactured after September 1, 2009 based on the Final Rule issued February 6, 2007.

The requirements of this contract are to purchase test items (when not provided for by the Government) and conduct testing including preparation of test reports so that the Government can determine whether specific door locks and door retention components comply with the requirements of TP-206-06 and TP-206-07 as applicable.

C.1.2 SUMMARY OF WORK REQUIRED

The Contractor shall furnish the necessary qualified personnel, facilities, materials, supplies, and equipment to perform testing services necessary to determine conformance of test items (i.e., door locks and door retention components) provided to the contractor as Government Furnished Test Items (GFTI) or purchased by the contractor (Contractor Purchased Test Items (CPTI) as specified in the contract and determined by the Contracting Officer's Technical Representative (COTR), with the requirements of TP-206-06 and TP-206-07, as applicable. The contractor shall provide test reports to the agency in conjunction with completing each test.

The Contractor shall conduct tests of the components provided or purchased for testing. The Contractor shall conduct testing according to the schedule specified in Section C.1.8, Test Schedule, of this contract. The Contractor shall complete testing within the time specified in the Testing Schedule, Section C.1.8, and shall submit reports for each model tested as required by the Schedule. The Contractor shall conduct the tests in accordance with the procedures specified in Section C.1.3, Test Procedures.

The contractor shall be required to fabricate all required fixturing (test jig/mounting plate) to facilitate the door latch and hinge testing as specified in the test procedures per section C.1.3. As specified in the applicable test procedure, all testing shall be conducted in a controlled temperature and humidity environment.

C.1.3 TEST PROCEDURES

- (a) The Contractor shall perform all work in accordance with the testing requirements of Federal Motor Vehicle Safety Standard (FMVSS) No. 206, "Door Locks and Door Retention Components," and the Office of Vehicle Safety Compliance (OVSC) document TP-206-06, "Laboratory Test Procedure for FMVSS No. 206 Door Locks and Door Retention Components", dated March 16, 1998.

- (b) For testing of components for motor vehicles manufactured after September 1, 2009, testing shall be conducted in accordance with the OVSC 206 Test Procedure TP-206-07, "Laboratory Test Procedure for FMVSS No. 206 Door Locks and Door Retention Components", dated February 6, 2007.
- (c) The OVSC 206 Test Procedures, TP-206-06 and TP-206-07, are attached (Section J) and are made part of this contract.
- (d) The actual testing procedures specified in FMVSS No. 206, TP-206-06, and TP-206-07 which are referenced by or made part of this contract, will be referred to hereinafter as the "**OVSC 206 Test Procedure**".
- (e) Any 206 test procedures used by the Contractor which are "in-house" procedures or which are different from the OVSC 206 Test Procedure as defined above will be referred to hereinafter as "**Contractor 206 Test Procedure**".

C.1.4 TEST ITEMS/MODELS

- (a) The Contractor shall, in accordance with the applicable OVSC 206 Test Procedure, test each test item provided as GFTI, or purchased by the contractor (CPTI) as specified in the contract (see Section C.1.4 (c) (2)).

The testing shall include testing of the following test items (including spares):

For side doors –

- (i) three sets of left-front door hinge assemblies, (ii) five sets of left-front door latch and striker assemblies, and (iii) mounting hardware (e.g., bolts, nuts, etc.) for all hinge and latch/striker assemblies per prior items (i) and (ii).

For back doors –

- (i) four sets of back door hinge assemblies, (ii) seven sets of back door latch and striker assemblies, and (iii) mounting hardware (e.g., bolts, nuts, etc.) for all hinge and latch/striker assemblies per prior items (i) and (ii).

The specific model vehicle doors for testing will be determined by the Government.

- (b) The Government will determine which test items are to be tested and will not be bound by any plans, lists, matrices, or other preliminary data submitted to the Contractor regarding the types or models of door locks and door retention components planned for testing prior to delivery. The Contractor shall not substitute test items without prior written approval from the Contracting Officer and the Contracting Officer's Technical Representative (COTR).

- (c) The required test items, as determined by the COTR, are specified in sections (1) and (2) below.
- (1) Provided to the contractor for testing as Government Furnished Test Items (GFTI).
 - (2) Purchased by the contractor (Contractor Purchased Test Items (CPTI)) for testing as follows:
 - (i) The COTR will provide the contractor the test item (i.e., door locks and door retention components) product identification by vehicle model and door type, contact information for the suggested source, cost estimate, and the required quantities to purchase for testing.
 - (ii) The contractor shall purchase the required quantities of the test item per the purchase identification information provided by the COTR (per section C.1.4 (c) (2) (i)). The contractor shall place the order for each specific test item within 15 days after receipt of the purchase identification information from the COTR. The COTR will provide test item purchase identification information to the contractor incrementally throughout the contract as deemed necessary by the COTR.
 - (iii) The contractor shall complete all transactions required in purchasing the required test items. This includes, but is not limited to, directly placing the purchase order for the required test items with the appropriate suggested source, verifying that the correct type and quantity of test items are received for each purchase order placed, and completing full payment with the appropriate source for the test items purchased.
 - (iv) The contractor shall notify the COTR of all purchase orders placed as well as receipt of the purchased test items.
 - (v) The contractor shall retain all documents for each purchase order until disposition instructions are provided by the COTR.
- (d) The Government may choose to substitute test models at any time.

C.1.5 MEASUREMENT AND TEST EQUIPMENT

- (a) All measurement and test equipment and standards used in the performance of services under this contract shall be labeled with the following information:
- (i) date and place of last calibration;
 - (ii) date of next scheduled calibration;
 - (iii) name of technician or commercial business performing the calibration;
 - (iv) full scale measurement range;
 - (v) accuracy and tolerance over the entire measurement range or within the range used for testing.
- (b) Accuracy and tolerance of measured values shall be indicated on all charts, graphs, tracings, data printouts, and other hard copy output of test measurements and results.
- (c) The contractor shall maintain records which show the traceability of calibrated measurement and test equipment to standards maintained by the National Institute of Standards and Technology (NIST).

C.1.6 DEVIATIONS FROM 206 TEST PROCEDURES

- (a) The Contractor shall conduct testing only in accordance with the applicable OVSC 206 Test Procedure and shall notify the Contracting Officer's Technical Representative (COTR) if any deviations from the OVSC 206 Test Procedure are anticipated. Any problems or questions regarding the technical portion of this contact should be referred to the COTR.
- (b) The COTR may require that minor deviations from the OVSC 206 Test Procedure be made as deemed necessary.

C.1.7 STORAGE OF TEST ITEMS, PARTS, COMPONENTS, OR EQUIPMENT

- (a) Tests items (door locks and door retention components) which have "passed" compliance requirements, and also any unused test items, shall be destroyed and disposed of at no additional cost to the Government after all testing, inspection and reporting is completed and accepted unless the Contracting Officer and COTR directs the Contractor to retain these test items.
- (b) Test items which have "failed" compliance requirements, and also any unused test items identical to the test items which have "failed" compliance requirements, shall be stored by the Contractor for at least 2 years after the test failure at no additional cost to the Government unless directed by the Contracting Officer's Technical Representative (COTR) to do otherwise.
- (c) The final determination of "passed" or "failed" shall be made by the NHTSA's Contracting Officer's Technical Representative (COTR) upon acceptance of the Final Test Report. Therefore, no test items shall be destroyed or disposed of until authorized by the NHTSA Contracting Officer's Technical Representative (COTR).

C.1.8 TESTING SCHEDULE

The Contractor shall commence compliance testing within three (3) calendar weeks after receipt of test items for a specific motor vehicle model door type, and shall complete all required testing for the subject test item within one (1) week.

The Contractor shall not deviate from this schedule unless authorized to do so by the COTR.

For the purpose of this contract, a FMVSS No. 206 test includes the following door latch and hinge testing as specified in section 12 of the OVSC 206 Test Procedure (TP-206-06 and TP-206-07 as applicable):

1. TP-206-06 testing
 - a. Hinged Side Doors
 - i. Door latch longitudinal load test (fully latched position)
 - ii. Door latch longitudinal load test (secondary latched position)
 - iii. Door latch transverse load test (fully latched position)
 - iv. Door latch transverse load test (secondary latched position)
 - v. Door hinge longitudinal load test
 - vi. Door hinge transverse load test

- b. Hinged Back Doors
 - i. Load test one, fully latched position
 - ii. Load test one, secondary latched position
 - iii. Load test two, fully latched position
 - iv. Load test two, secondary latched position
 - v. Load test three (if applicable)
 - vi. Door hinge load test one
 - vii. Door hinge load test two
 - viii. Door hinge load test three (if applicable)
- 2. TP-206-07 testing
 - a. Hinged Door Latches
 - i. Door latch load test one, fully latched position
 - ii. Door latch load test one, secondary latched position
 - iii. Door latch load test two, fully latched position
 - iv. Door latch load test two, secondary latched position
 - v. Door latch load test three (if applicable)
 - b. Sliding Side Door Latches
 - i. Door latch load test one, fully latched position
 - ii. Door latch load test one, secondary latched position (if applicable)
 - iii. Door latch load test two, fully latched position
 - iv. Door latch load test two, secondary latched position (if applicable)
 - c. Door Hinges
 - i. Door hinge longitudinal load test
 - ii. Door hinge transverse load test
 - iii. Back door hinge load test one
 - iv. Back door hinge load test two
 - v. Back door test load test three (if applicable)

C.1.9 ACQUISITION OF INFORMATION TECHNOLOGY

Any acquisition of information technology in support of this contract/agreement, including but not limited to hardware, software, and telecommunications must be reviewed and approved by NHTSA. NHTSA reserves the right to require that existing Federal or Federally acquired resources be utilized in lieu of a proposed IT acquisition.

C.1.10 IPV6 COMPLIANCE

Any IT solution, including but not limited to hardware, software, firmware, and telecommunications, proposed to meet the requirements must support both IPv4 and IPv6, in accordance with the October 2005 DOT memorandum, "DOT's Transition Planning for Internet Protocol Version 6" and OMB Memorandum M-05-22, "Transition Planning for Internet Protocol Version 6 (IPv6)," dated August 2, 2005.

C.2 FMVSS No. 209 TESTING REQUIREMENTS

C.2.1 SUMMARY OF WORK REQUIRED

- a. The Contractor shall furnish the necessary qualified personnel, facilities, materials, supplies, and equipment to perform services associated with the procurement, inspection, compliance testing, and compliance test reporting of seat belt assemblies to assist NHTSA in its efforts to enforce FMVSS No. 209, "Seat Belt Assemblies".
- b. Prior to initiating any compliance testing, the Contractor shall furnish preliminary documents as described in Section F.3.3 of this contract. The preliminary documents include the laboratory's test procedure, checklist, calibration procedure, list of measurement and test equipment, and quality assurance plan.
- c. The Contractor shall receive, inspect, inventory, and store test items. For additional information, refer to Sections C.2.6, H.4, H.5, and H.7 of this contract.
- d. The Contractor shall procure test items, hereinafter referred to as Contractor Procured Test Items (CPTI), when deemed necessary by the Government.
 1. The Contractor shall only procure CPTI specified by the COTR and identified by vehicle model, model year, and seating location. The COTR will also provide contact information for the suggested source, a cost estimate, and the required quantities to purchase for testing.
 2. The Contractor shall place the order for each CPTI within 15 days after receipt of the purchase identification information from the COTR. The COTR will provide purchase identification information incrementally throughout the contract as deemed necessary by the COTR.
 3. The Contractor shall complete all transactions required to purchase the CPTI, including but not limited to, placing the purchase order for the CPTI with the suggested source, providing the supplier special order instructions as needed, verifying that the correct type and quantity of test items are received for each purchase order placed, and completing full payment with the appropriate source for the test items purchased.
 4. The Contractor shall notify the COTR of all purchase orders placed as well as receipt of the purchased test items.
 5. The Contractor shall retain all documents for each CPTI until disposition instructions are provided by the COTR.
- e. The Contractor shall conduct testing on GFTI and CPTI in accordance with the applicable parts of the Office of Vehicle Safety Compliance Test procedure number TP-209-08 (attached) as specified in Section C.2.2, *Test Procedures* of this document.
 1. Each **FMVSS No. 209 Webbing Abrasion Test (Group B)** shall be performed on two point or three point seat belt assemblies following the procedures specified in 12.B of TP-209-08.

2. Each **FMVSS No. 209 Hardware & Assembly Performance Test (Group C)** shall be performed on two point or three point seat belt assemblies following the procedures specified in 12.C of TP-209-08 and shall exclude only the *Attachment Hardware Test* specified in 12.C.3 of TP-209-08 and the *Adjustment Force Test* specified in 12.C.4 of TP-209-08.
 3. Each **FMVSS No. 209 Retractor Performance Test (Group D)** shall be performed on two point or three point seat belt assemblies having retractors, following the procedures specified in 12.D of TP-209-08.
 4. Seat belt assembly testing may vary from model to model depending on the design and construction of each assembly. For example, each assembly may require different hardware to set up the test item for testing; some test items may contain pyrotechnics that require disabling prior to testing; or some test items may contain an automatic locking feature which may require disabling prior to testing.
- f. The Contractor shall provide reports to the agency. The reports include test reports in conjunction with completing each test, monthly status reports, and non-conforming test reports.

C.2.2 FMVSS No. 209 TEST PROCEDURES

- a. The Contractor shall perform all work in accordance with the testing requirements of Federal Motor Vehicle Safety Standard (FMVSS) No. 209, "Seat Belt Assemblies," and the Office of Vehicle Safety Compliance document TP-209-08, "Laboratory Procedure for FMVSS 209 Seat Belt Assemblies," dated December 7, 2007.
- b. TP-209-08 is attached (see Section J, Attachment 3) and is made part of this contract.
- c. The testing procedures specified in FMVSS No. 209 and TP-209-08, which are made part of this contract, will be referred to hereinafter as the "**OVSC 209 Test Procedure**".
- d. Any test procedures used by the Contractor which are "in-house" procedures or which are different from the OVSC 209 Test Procedure as defined above will be referred to hereinafter as the "**Contractor 209 Test Procedure**".

C.2.3 TEST ITEMS/MODELS

- a. The Contractor shall, in accordance with the OVSC 209 Test Procedure, test each model of seat belt assembly provided as GFTI or procured as CPTI.
- b. The Government will determine which seat belt assemblies are to be tested and will not be bound by any plans, lists, matrices, or other preliminary data submitted to the Contractor regarding the types or models of seat belt assemblies planned for testing prior to test initiation by the Contractor. The Contractor shall not substitute test items without prior written approval from the Contracting Officer or the COTR.
- c. The Government will provide or specify the required quantities of GFTI or CPTI, respectively, to enable the Contractor to meet the base year known requirement. Additionally, the Government will provide or specify the required quantities of GFTI or CPTI, respectively, when optional quantity tests are required.

- d. The Government may choose to substitute test models after delivery of GFTI to the Contractor or may choose to direct additional test models be procured as CPTI for testing. If additional test models are procured as CPTI, the Contractor will be reimbursed for and paid the fee specified in the cost schedule for the initial items selected by the Government.
- e. The Contractor shall prepare the test items for testing which may include disabling pyrotechnics.

C.2.4 MEASUREMENT AND TEST EQUIPMENT

- a. All measurement and test equipment and standards used in the performance of services under this contract shall be labeled with the following information:
 - (i) date and place of last calibration;
 - (ii) date of next scheduled calibration;
 - (iii) name of technician or commercial business who performed the most recent calibration;
 - (iv) full scale measurement range;
 - (v) accuracy and tolerance over the entire measurement range or within the range used for testing.
- b. Accuracy and tolerance of measured values shall be indicated on all charts, graphs, tracings, data printouts, and other hard copy output of test measurements and results.
- c. The contractor shall maintain records which show the traceability of calibrated measurement and test equipment to standards maintained by the National Institute of Standards and Technology (NIST).

C.2.5 DEVIATIONS FROM 209 TEST PROCEDURES

- a. The Contractor shall conduct testing only in accordance with the OVSC 209 Test Procedure and shall notify the COTR if any deviations from the OVSC 209 Test Procedure are anticipated. Any problems or questions regarding the technical portion of this contact should be referred to the COTR.
- b. The COTR may require that minor deviations from the OVSC 209 Test Procedure be made as the COTR deems necessary.

C.2.6 STORAGE OF TEST ITEMS, PARTS, COMPONENTS, OR EQUIPMENT

- a. Tests items which have "passed" compliance requirements and any unused test items identical to the test items which have "passed" compliance requirements, shall be destroyed and disposed of at no additional cost to the Government after all testing, inspection and reporting is completed and accepted unless the Contracting Officer or COTR directs the Contractor to retain these test items.
- b. Test items which have "failed" compliance requirements and any unused test items identical to the test items which have "failed" compliance requirements, shall be stored by the Contractor for at least 2 years after the test failure at no additional cost to the Government unless directed by the COTR to do otherwise.

- c. The final determination of "passed" or "failed" shall be made by the NHTSA's COTR upon acceptance of the Final Test Report. Therefore, no test items shall be destroyed or disposed of until authorized by NHTSA's COTR.

C.2.7 ACQUISITION OF INFORMATION TECHNOLOGY

Any acquisition of information technology in support of this contract/agreement, including but not limited to hardware, software, and telecommunications must be reviewed and approved by NHTSA. NHTSA reserves the right to require that existing Federal or Federally acquired resources be utilized in lieu of a proposed IT acquisition.

C.2.8 IPV6 COMPLIANCE

Any IT solution, including but not limited to hardware, software, firmware, and telecommunications, proposed to meet the requirements must support both IPv4 and IPv6, in accordance with the October 2005 DOT memorandum, "DOT's Transition Planning for Internet Protocol Version 6" and OMB Memorandum M-05-22, "Transition Planning for Internet Protocol Version 6 (IPv6)," dated August 2, 2005.

C.3 FMVSS No. 218 TESTING REQUIREMENTS

C.3.1 SUMMARY OF WORK REQUIRED

- a. The Contractor shall furnish the necessary qualified personnel, facilities, materials, supplies, and equipment to perform services associated with the procurement, inspection, compliance testing, and compliance test reporting of motorcycle helmets to assist NHTSA in its efforts to enforce FMVSS No. 218, "*Motorcycle helmets*".
- b. Prior to initiating any compliance testing, the Contractor shall furnish preliminary documents as described in Section F.4.3 of this contract. The preliminary documents include the laboratory's test procedure, checklist, calibration procedure, list of measurement and test equipment, and quality assurance plan.
- c. The Contractor shall receive, inspect, inventory, and store test items. For additional information, refer to Sections C.3.6, H.4, H.5, and H.7 of this contract.
- d. The Contractor shall procure test items, hereinafter referred to as Contractor Procured Test Items (CPTI), when deemed necessary by the Government.
 1. The Contractor shall only procure CPTI specified by the COTR and identified by brand and model. The COTR will also provide contact information for the suggested source, a cost estimate, and the required quantities to purchase for testing.
 2. The Contractor shall place the order for each CPTI within 15 days after receipt of the purchase identification information from the COTR. The COTR will provide purchase identification information incrementally throughout the contract as deemed necessary by the COTR.
 3. The Contractor shall complete all transactions required to purchase the CPTI, including but not limited to, placing the purchase order for the CPTI with the suggested source, providing the supplier special order instructions as needed, verifying that the correct type and quantity of test items are received for each purchase order placed, and completing full payment with the appropriate source for the test items purchased.
 4. The Contractor shall notify the COTR of all purchase orders placed as well as receipt of the purchased test items.
 5. The Contractor shall retain all documents for each CPTI until disposition instructions are provided by the COTR.
- e. The Contractor shall conduct testing on GFTI and CPTI in accordance with the applicable parts of the Office of Vehicle Safety Compliance Test procedure number TP-218-06 (attached) as specified in Section C.3.2, *Test Procedures* of this document. The Contractor may be asked to provide additional information specific to the tests conducted for NHTSA, including, but not limited to: details about the test set up, test observations, or details about the test item configuration.

- f. The Contractor shall provide reports to the agency. The reports include test reports in conjunction with completing each test, monthly status reports, and non-conforming test reports.
- g. The Contractor shall provide the impact attenuation data, penetration data, and retention system data collected during each helmet test, in an electronic format to the agency within two calendar weeks after the completion of the final test item. The data shall be submitted in Microsoft Excel file in a format consistent with a template provided by the COTR.

C.3.2 FMVSS No. 218 TEST PROCEDURES

- a. The Contractor shall perform all work in accordance with the testing requirements of Federal Motor Vehicle Safety Standard (FMVSS) No. 218, "*Motorcycle helmets*," and the Office of Vehicle Safety Compliance document TP-218-06, "Laboratory Procedure for FMVSS 218 *Motorcycle helmets*," dated November 30, 2006.
- b. TP-218-06 is attached (see Section J, Attachment 4) and is made part of this contract.
- c. The testing procedures specified in FMVSS No. 218 and TP-218-06, which are made part of this contract, will be referred to hereinafter as the "**OVSC 218 Test Procedure**".
- d. Any test procedures used by the Contractor which are "in-house" procedures or which are different from the OVSC 218 Test Procedure as defined above will be referred to hereinafter as the "**Contractor 218 Test Procedure**".

C.3.3 TEST ITEMS/MODELS

- a. The Contractor shall, in accordance with the OVSC 218 Test Procedure, test each model of motorcycle helmet provided as GFTI or procured as CPTI.
- b. The Government will determine which motorcycle helmets are to be tested and will not be bound by any plans, lists, matrices, or other preliminary data submitted to the Contractor regarding the types or models of motorcycle helmets planned for testing prior to test initiation by the Contractor. The Contractor shall not substitute test items without prior written approval from the Contracting Officer or the COTR.
- c. The Government will provide or specify the required quantities of GFTI or CPTI, respectively, to enable the Contractor to meet the base year known requirement. Additionally, the Government will provide or specify the required quantities of GFTI or CPTI, respectively, when optional quantity tests are required.
- d. The Government may choose to substitute test models after delivery of GFTI to the Contractor or may choose to direct additional test models be procured as CPTI for testing. If additional test models are procured as CPTI, the Contractor will be reimbursed for and paid the fee specified in the cost schedule for the initial items selected by the Government.
- e. The Contractor shall prepare the test items for testing which may include disabling pyrotechnics.

C.3.4 MEASUREMENT AND TEST EQUIPMENT

- a. All measurement and test equipment and standards used in the performance of services under this contract shall be labeled with the following information:
 - (i) date and place of last calibration;
 - (ii) date of next scheduled calibration;
 - (iii) name of technician or commercial business who performed the most recent calibration;
 - (iv) full scale measurement range;
 - (v) accuracy and tolerance over the entire measurement range or within the range used for testing.
- b. Accuracy and tolerance of measured values shall be indicated on all charts, graphs, tracings, data printouts, and other hard copy output of test measurements and results.
- c. The contractor shall maintain records which show the traceability of calibrated measurement and test equipment to standards maintained by the National Institute of Standards and Technology (NIST).

C.3.5 DEVIATIONS FROM 218 TEST PROCEDURES

- a. The Contractor shall conduct testing only in accordance with the OVSC 218 Test Procedure and shall notify the COTR if any deviations from the OVSC 218 Test Procedure are anticipated. Any problems or questions regarding the technical portion of this contact should be referred to the COTR.
- b. The COTR may require that minor deviations from the OVSC 218 Test Procedure be made as the COTR deems necessary.

C.3.6 STORAGE OF TEST ITEMS, PARTS, COMPONENTS, OR EQUIPMENT

- a. Tests items which have "passed" compliance requirements and any unused test items identical to the test items which have "passed" compliance requirements, shall be destroyed and disposed of at no additional cost to the Government after all testing, inspection and reporting is completed and accepted unless the Contracting Officer or COTR directs the Contractor to retain these test items.
- b. Test items which have "failed" compliance requirements and any unused test items identical to the test items which have "failed" compliance requirements, shall be stored by the Contractor for at least 2 years after the test failure at no additional cost to the Government unless directed by the COTR to do otherwise. After this period or as directed by the COTR, the test items shall be destroyed and disposed of at no additional cost to the Government.
- c. The final determination of "passed" or "failed" shall be made by the NHTSA's COTR upon acceptance of the Final Test Report. Therefore, no test items shall be destroyed or disposed of until authorized by NHTSA's COTR.

C.3.7 ACQUISITION OF INFORMATION TECHNOLOGY

Any acquisition of information technology in support of this contract/agreement, including but not limited to hardware, software, and telecommunications must be reviewed and approved by NHTSA. NHTSA reserves the right to require that existing Federal or Federally acquired resources be utilized in lieu of a proposed IT acquisition.

C.3.8 IPV6 COMPLIANCE

Any IT solution, including but not limited to hardware, software, firmware, and telecommunications, proposed to meet the requirements must support both IPv4 and IPv6, in accordance with the October 2005 DOT memorandum, "DOT's Transition Planning for Internet Protocol Version 6" and OMB Memorandum M-05-22, "Transition Planning for Internet Protocol Version 6 (IPv6)," dated August 2, 2005.

SECTION D - PACKAGING AND MARKING

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) as specified in Section F, Deliveries or Performance, of this contract. 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), shall be sent to the "Place of Delivery", as specified in Section F, via Federal Express (Ground), UPS (Ground), or equivalent commercial carrier.

Due to increase 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.

SECTION E - INSPECTION AND ACCEPTANCE**E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

The contract incorporates the following Federal Acquisition Regulation (48 CFR Chapter 1) clauses (as indicated by an "X") by reference, 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. Also, the full text of a clause may be accessed electronically at this/these addresses:

www.arnet.gov/far/

NOTE: Clauses incorporated by reference are indicated by an "x"

X 52.246-4 Inspection of Services – Fixed Price (AUG 1996)

X 52.246-16 Responsibility for Supplies (APR 1984)

E.2 INSPECTION AND/OR ACCEPTANCE

The Contracting Officer's Technical Representative (COTR), as designated in the resultant contract, shall be responsible for performing the inspection of all supplies or services rendered under the resultant contract and for recommending acceptance or replacement/correction of services or materials that fail to meet the contract requirements to the Contracting Officer

The COTR shall also be responsible to the Contracting Officer for recommending acceptance or replacement/correction of nonconforming supplies or services that fail to meet the contract requirements.

Rejection of a deliverable will delay payment due and may be grounds for termination or for default.

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 the full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): www.arnet.gov/far

Note: Clauses incorporated by reference are indicated by an "x"

x 52.242-15 Stop Work Order (AUG 1989)

x 52.247-35 F.O.B. Destination within Consignee's Premises (APR 1984)

F.1.1 PERIOD OF PERFORMANCE

All work required hereunder including preparation, submission, review, and acceptance of final reports shall be completed within twelve (12) months after the effective date of the contract. This contract also includes a provision whereby the Government has the right to exercise up to four (4) one-year option periods, making the total, possible period of performance five (5) years. [See Section H.2 "Option to Extend the Term of the Contract".]

F.2. FMVSS No. 206 DELIVERABLES AND MILESTONES

F.2.1 FMVSS No. 206

a. Delivery Schedule

The deliverable items listed shall be delivered in accordance with the following schedule:

Item No.	Deliverable	Due Date	Total No. of Copies.
1	Final Preliminary Documents (see F.2.3)	within 8 weeks after contract award	2
2	Monthly Status Report (see F.2.4 (b))	within 1 week before end of each month	1
3	Written Interim Failure Report (see F.2.4 (c))	within 2 working days after a test failure	1
4	Final Test Reports (see F.2.4 (a))	within 2 weeks after completion of each test Item.	1

b. Place Of Delivery For Reports

All deliverables shall be furnished in the manner prescribed below and number of copies (if required) specified:

<u>Item Nos.</u>	<u>Address</u>	<u>No. of Copies</u>
1	DOT/National Highway Traffic Safety Admin.	2
2	Office of Vehicle Safety Compliance, NVS-222	1 ¹
3	1200 New Jersey Ave., S.E.	1 ²
4	West Building Rm TBD Washington, D.C. 20590 Attention: <u>TBD at Award</u> , COTR Email: TBD at Award	1 ³

¹Contractor shall e-mail the monthly report spreadsheet (report shall be in MS Excel format) to TBD at Award.

²Contractor shall FAX or e-mail the failure report (report shall be in MS Word format) to COTR TBD at Award.

³The Contractor shall submit an electronic copy of each Final Test Report in Adobe Acrobat format (PDF) via email to COTR TBD at Award, or on compact disc (CD) to the address shown above. The total file size shall be less than 10 MB. (If the file size is larger, the contractor shall divide the file into multiple files per direction from the COTR).

F.2.2 MILESTONES

The following is a list of all milestones, which are considered to be significant in the performance of the portions of this contract/delivery order pertaining to FMVSS No. 206 Testing Requirements, and their due dates:

<u>Milestones</u>	<u>Due Date</u>
Kickoff Meeting	Within 2 calendar weeks after Contract Award if required by COTR
Contractor submission of Preliminary Documents (see F.2.3).	Within 4 calendar weeks after Contract Award
COTR approval of Preliminary Documents	Within 6 calendar weeks after Contract Award
Final Preliminary Documents (see F.2.3)	Within 8 calendar weeks after Contract Award
Contractor place order for test items	Within 15 days after receipt of COTR purchase identification information
Contractor notifies COTR of receipt of test samples (GFTI and CPTI).	Within 5 calendar days of receipt
Contractor to begin testing	Within 3 calendar weeks after receipt test items
Contractor completion of testing.	Within 1 calendar week after start of testing
Contractor submission of Final Test Reports (see F.2.4(a))	Within 2 calendar weeks after completion of testing for each test item model

F.2.3 FINAL PRELIMINARY DOCUMENTS

Prior to conducting any compliance tests, the Contractor shall provide a copy of the following final preliminary documents to the COTR for approval:

- a. Contractor's in-house 206 Test Procedure
- b. Checklist for conducting compliance tests
- c. Calibration procedure for instrumentation used in test program per the requirements stated in the OVSC 206 Test Procedure (TP-206-06 and TP-206-07). The procedures shall explain how the Contractor implements and maintains its instrumentation calibration system in accordance with established calibration practices. The procedures shall indicate whether the system complies with ISO 10012-1, "Quality Assurance Requirements for Measuring Equipment" and American National Standard ANSI/NCSS Z540-1, "Calibration Laboratories and Measuring and Test Equipment - General Requirements." All measuring and recording instruments and standards shall be calibrated by the Contractor, or by a commercial facility at the Contractor's expense, against a higher order standard at periodic intervals as specified in TP-206-06 and TP-206-07.
- d. List of measurement and test equipment used for testing; the list shall provide the following information for each item of measurement and test equipment:
 - i) manufacturer name;
 - ii) model number;
 - iii) function of the item;
 - iv) calibration interval

Any problems associated with the above documents must be resolved with the COTR before the initiation of compliance testing.

F.2.4 REQUIRED REPORTS

- (a) **Final Test Reports** shall be submitted to the designated COTR for review and acceptance within two (2) weeks of completion of all phases of compliance testing and inspection of each test item model. Final reports shall be prepared in accordance with instructions contained in the applicable OVSC 206 Test Procedures (TP-206-06 and TP-206-07) and with DOT Order 1700 18(b) located at <http://www.dot.gov/>, and reports that do not meet these requirements may be returned at NHTSA's option to the Contractor. In the event a report is returned, the COTR will instruct NHTSA's Office of Financial Management to withhold payment of a Contractor's invoice until the final test report is acceptable. If a final test report is returned to the Contractor for technical or format corrections, the report date shall be changed to reflect the date of resubmission. In no event shall the return of a report for corrections be deemed to waive the Government's right to specific performance under the contract.

Contractor shall submit an electronic copy of each Final Report in Adobe Acrobat format (PDF) via email or on compact disc (CD) as specified in F.2.1 b. The contractor shall coordinate with the COTR for incorporating approval signatures into the Final Reports.

- (b) **Monthly Status Reports** shall be submitted to the designated COTR indicating the status of all testing, inspections, services, test reports, and receipt of GFTI and CPTI for the calendar month preceding the month in which the report is due. The Monthly Status Report shall indicate the contract number and time period covered. If applicable, the report shall also include any problems and or delays that the Contractor experienced during the reporting period that are related to the supplies and services required under this contract, and the specific action which the Contractor proposes to correct problems or delays identified. The Contractor shall continue to submit Monthly Status Reports until all Final Test Reports are accepted by the Government. The reports shall be prepared in accordance with the applicable OVSC 206 Test Procedure (TP-206-06 and TP-206-07).

Contractor shall e-mail the monthly report spreadsheet as specified in F.2.1 b. The report shall be in MS Excel format.

- (c) **Interim Failure Reports.** The Contractor shall notify the COTR by telephone, facsimile ("FAX"), or e-mail within twenty-four (24) hours of a test failure. The Contractor shall submit a written interim test failure report by FAX or e-mail within two (2) working days. The failure reports shall be prepared in accordance with the applicable OVSC 206 Test Procedure (TP-206-06 and TP-206-07).

Contractor shall FAX or e-mail the failure report as specified in F.2.1 b. For e-mail submission, failure report shall be in MS Word format.

F.3 FMVSS No. 209 DELIVERABLES AND MILESTONES

F.3.1 FMVSS No. 209 DELIVERABLES

a. Delivery Schedule

The deliverables listed shall be delivered in accordance with the following schedule:

<u>Item No.</u>	<u>Deliverable</u>	<u>Due Date</u>	<u>Total No. of Copies.</u>
1	Final Preliminary Documents (see F.3.3)	within 8 calendar weeks after contract award	1
2	Monthly Status Report (see F.3.5(b))	1 calendar week before the end of each month	1
3	Written Interim Failure Report (see F.3.5(c))	within 2 working days after a test failure	1
4	Final Test Reports (see F.3.5(a))	within 2 calendar weeks after completion of each test item	1

b. Place Of Delivery For Reports

All deliverables shall be furnished in the manner prescribed below:

<u>Item Nos.</u>	<u>Address</u>
1	DOT/National Highway Traffic Safety Admin.
2 ¹	Office of Vehicle Safety Compliance, NVS-222
3 ²	1200 New Jersey Avenue, SE, Room No. TBD
4 ³	Washington, D.C. 20590
	Attention: <u>TBD, COTR</u>

¹Contractor shall e-mail the monthly report spreadsheet (report shall be in MS Excel format) to COTR TBD at award.

²Contractor shall FAX or e-mail the failure report to COTR TBD at Award.

³The Contractor shall submit an electronic copy of each Final Test Report in Adobe Acrobat format (PDF) using the compression settings specified by the COTR to the address shown above, or using an alternate electronic submission method as approved by the COTR. The total file size shall be less than 10 MB. (If the file size is larger, the contractor shall divide the file into multiple files per direction from the COTR).

F.3.2 FMVSS No. 209 MILESTONES

The following is a list of all milestones, which are considered to be significant in the performance of the portions of this contract/delivery order pertaining to FMVSS No. 209 Testing Requirements, and their due dates:

<u>Milestones</u>	<u>Due Date</u>
Kickoff Meeting	Within 2 calendar weeks after Contract Award
Contractor submission of Preliminary Documents (see F.3.3).	Within 4 calendar weeks after Contract Award
COTR approval of Preliminary Documents	Within 6 calendar weeks after Contract Award
Final Preliminary Documents (see F.3.3)	Within 8 calendar weeks after Contract Award
Contractor to procure CPTI	Within 15 days after COTR identifies CPTI
Contractor notifies COTR of receipt of test samples.	Within 5 calendar days of receipt
Contractor to begin testing	Within 3 calendar weeks after receipt of at least 1/3 of test samples
Contractor completion of testing.	Within 1 calendar week after start of testing
Contractor submission of Final Test Reports (see F.3.5(a))	Within 2 calendar weeks after completion of testing for each restraint model

F.3.3 FMVSS No. 209 FINAL PRELIMINARY DOCUMENTS

Prior to conducting any compliance tests, the Contractor shall provide a copy of the following final preliminary documents to the COTR for approval:

- a. Contractor's in-house 209 Test Procedure. This test procedure will describe how the laboratory will conduct testing in accordance with FMVSS No. 209 and TP-209-08.
- b. Checklist for conducting compliance tests. This checklist is used by the personnel conducting the test to ensure all requirements are met.
- c. Calibration procedure for instrumentation used in test program per the requirements stated in the OVSC 209 Test Procedure (TP-209-08). The procedures shall explain how the Contractor implements and maintains its instrumentation calibration system in accordance with established calibration practices. The procedures shall indicate whether the system complies with ISO 10012-1, "Quality Assurance Requirements for Measuring Equipment" and American National Standard ANSI/NCSL Z540-1, "Calibration Laboratories and Measuring and Test Equipment - General Requirements." All measuring and recording instruments and standards shall be calibrated by the Contractor, or by a commercial facility at the Contractor's expense, against a higher order standard at periodic intervals as specified in TP-209-08.
- d. List of measurement and test equipment used for testing; the list shall provide the following information for each item of measurement and test equipment:
 - i) manufacturer name;
 - ii) model number;
 - iii) function of the item;
 - iv) calibration interval
- e. Quality assurance project plan. This plan shall describe how the contractor will insure compliance with all contract requirements.

Any problems associated with the above documents must be resolved with the COTR before the initiation of compliance testing.

F.3.4 FMVSS No. 209 TESTING SCHEDULE

The Contractor shall commence compliance testing of each test item by vehicle model within 14 calendar days after receipt of the GFTI or CPTI (subject to approval of Contractor's 209 Test Procedure) and complete testing of that test item within 30 calendar days.

The Contractor shall not deviate from this schedule unless authorized to do so by the COTR.

F.3.5 FMVSS No. 209 REQUIRED REPORTS

- a. **Final Test Reports** shall be submitted to the designated COTR for review and acceptance within two (2) weeks of completing compliance testing and inspection of each seat belt assembly model. Final reports shall be prepared in accordance with instructions contained in the OVSC 209 Test Procedure (TP-209-08) and with DOT Order 1700 18(b) located at <http://www.dot.gov/>. At NHTSA's option, reports that do not meet these requirements may be returned to the Contractor. In the event a report is returned, the COTR will instruct NHTSA's Office of Acquisition Management to withhold payment of a Contractor's invoice until the final test report is acceptable. If a final test report is returned to the Contractor for technical or format corrections, the report date shall be changed to reflect the date of resubmission unless the COTR directs otherwise. In no event shall the return of a report for corrections be deemed to waive the Government's right to specific performance under the contract.

Contractor shall submit an electronic copy of each Final Report in Adobe Acrobat format (PDF) via email or on compact disc (CD) as specified in F.3.1(b). The contractor shall coordinate the process for incorporating acceptance signatures into the Final Reports with the COTR.

- b. **Monthly Status Reports** shall be submitted to the COTR indicating the status of all testing, inspections, services, test reports, and receipt of GFTI and CPTI for the calendar month preceding the day in which the report is due. The Monthly Status Report shall indicate the contract number and time period covered. If applicable, the report shall also include any problems and delays that the Contractor experienced during the reporting period that are related to the supplies and services required under this contract, and the specific action which the Contractor proposes to correct those problems and delays. The Contractor shall continue to submit Monthly Status Reports until all Final Test Reports are accepted by the Government. The reports shall be prepared in accordance with the OVSC 209 Test Procedure (TP-209-08). The Contractor shall e-mail the monthly report spreadsheet as specified in F.3.1(b). The report shall be in MS Excel format.
- c. **Interim Failure Reports.** The Contractor shall notify the COTR by telephone, facsimile ("FAX"), or e-mail within twenty-four (24) hours of a test failure. The Contractor shall submit a written interim test failure report by FAX or e-mail within two (2) working days. The failure reports shall be prepared in accordance with the OVSC 209 Test Procedure (TP-209-08). The Contractor shall FAX or e-mail the failure report as specified in F.3.1(b).

F.4. FMVSS No. 218 DELIVERABLES AND MILESTONES**F.4.1 FMVSS No. 218 DELIVERABLES****a. Delivery Schedule**

The deliverables listed shall be delivered in accordance with the following schedule:

<u>Item No.</u>	<u>Deliverable</u>	<u>Due Date</u>	<u>Total No. of Copies.</u>
1	Final Preliminary Documents (see F.4.3)	within 8 calendar weeks after contract award	1

2	Monthly Status Report (see F.4.5(b))	1 calendar week before the end of each month	1
3	Written Interim Failure Report (see F.4.5(c))	within 2 working days after a test failure	1
4	Final Test Reports (see F.4.5(a))	within 2 calendar weeks after completion of each test item	1
5	Electronic Test Data	within 2 calendar weeks after completion of last test item	1

b. Place Of Delivery For Reports

All deliverables shall be furnished in the manner prescribed below:

Item Nos.

Address

1	DOT/National Highway Traffic Safety Admin.
2 ¹	Office of Vehicle Safety Compliance, NVS-222
3 ²	1200 New Jersey Avenue, SE, Room No. TBD
4 ³	Washington, D.C. 20590
5 ⁴	Attention: <u>TBD at Award, COTR</u>

¹ The Contractor shall e-mail the monthly report spreadsheet (report shall be in MS Excel format) COTR TBD at Award

² The Contractor shall FAX or e-mail the failure report to COTR TBD at Award

³ The Contractor shall submit an electronic copy of each Final Test Report in Adobe Acrobat format (PDF) using the compression settings specified by the COTR via email [or](#) on compact disc (CD) to the address shown above, or using an alternate electronic submission method as approved by the COTR. The total file size shall be less than 10 MB. (If the file size is larger, the contractor shall divide the file into multiple files per direction from the COTR).

⁴ The Contractor shall provide the impact attenuation data, penetration data, and retention system data collected during each helmet test on compact disc (CD) to the address shown above, or using an alternate electronic submission method as approved by the COTR. The file shall be in an electronic MS Excel format consistent with a template provided by the COTR.

F.4.2 FMVSS No. 218 MILESTONES

The following is a list of all milestones, which are considered to be significant in the performance of this contract/delivery order, and their due dates:

<u>Milestones</u>	<u>Due Date</u>
Kickoff Meeting	Within 2 calendar weeks after Contract Award
Contractor submission of Preliminary Documents (see C.3.1).	Within 4 calendar weeks after Contract Award
COTR approval of Preliminary Documents	Within 6 calendar weeks after Contract Award
Final Preliminary Documents (see C.3.1)	Within 8 calendar weeks after Contract Award
Contractor to procure CPTI	Within 15 days after COTR identifies CPTI
Contractor notifies COTR of receipt of test samples.	Within 5 calendar days of receipt
Contractor to begin testing	Within 3 calendar weeks after receipt of at least 1/3 of test samples
Contractor completion of testing.	Within 1 calendar week after start of testing
Contractor submission of Final Test Reports (see C.3.1(a))	Within 2 calendar weeks after completion of testing for each restraint model
Contractor submission of Electronic Test Data (see C.3.1(g))	Within 2 calendar weeks after completion of testing for final test item

F.4.3 FINAL PRELIMINARY DOCUMENTS

Prior to conducting any compliance tests, the Contractor shall provide a copy of the following final preliminary documents to the COTR for approval:

- a. Contractor's in-house Laboratory 218 Test Procedure. This test procedure will describe how the laboratory will conduct testing in accordance with FMVSS No. 218 and TP-218-06.
- b. Checklist for conducting compliance tests. This checklist is used by the personnel conducting the test to ensure all requirements are met.
- c. Calibration procedure for instrumentation used in test program per the requirements stated in the OVSC 218 Test Procedure (TP-218-06). The procedures shall explain how the Contractor implements and maintains its instrumentation calibration system in accordance with established calibration practices. The procedures shall indicate whether the system complies with ISO 10012-1, "Quality Assurance Requirements for Measuring Equipment" and American National Standard ANSI/NCSL Z540-1, "Calibration Laboratories and Measuring and Test Equipment - General Requirements." All measuring and recording instruments and standards shall be calibrated by the Contractor, or by a commercial

facility at the Contractor's expense, against a higher order standard at periodic intervals as specified in TP-218-06.

- d. List of measurement and test equipment used for testing; the list shall provide the following information for each item of measurement and test equipment:
 - i) manufacturer name;
 - ii) model number;
 - iii) function of the item;
 - iv) calibration interval
- e. Quality assurance project plan. This plan shall describe how the contractor will insure compliance with all contract requirements.

Any problems associated with the above documents must be resolved with the COTR before the initiation of compliance testing.

F.4.4 FMVSS No. 218 TESTING SCHEDULE

The Contractor shall commence compliance testing of each test item by helmet model within three (3) calendar weeks after receipt of the GFTI or CPTI (subject to approval of Contractor's 218 Test Procedure) and complete testing of that test item within 1 calendar week.

The Contractor shall not deviate from this schedule unless authorized to do so by the COTR.

F.4.5 FMVSS No. 218 REQUIRED REPORTS

- a. **Final Test Reports** shall be submitted to the designated COTR for review and acceptance within two (2) weeks of completing compliance testing and inspection of each seat belt assembly model. Final reports shall be prepared in accordance with instructions contained in the OVSC Test Procedure (TP-218-06) and with DOT Order 1700 18(b) located at <http://www.dot.gov/>. At NHTSA's option, reports that do not meet these requirements may be returned to the Contractor. In the event a report is returned, the COTR will instruct NHTSA's Office of Acquisition Management to withhold payment of a Contractor's invoice until the final test report is acceptable. If a final test report is returned to the Contractor for technical or format corrections, the report date shall be changed to reflect the date of resubmission unless the COTR directs otherwise. In no event shall the return of a report for corrections be deemed to waive the Government's right to specific performance under the contract.

Contractor shall submit an electronic copy of each Final Report in Adobe Acrobat format (PDF) via email or on compact disc (CD) as specified in F.4.1(b). The contractor shall coordinate the process for incorporating acceptance signatures into the Final Reports with the COTR.

- b. **Monthly Status Reports** shall be submitted to the COTR indicating the status of all testing, inspections, services, test reports, and receipt of GFTI and CPTI for the calendar month preceding the day in which the report is due. The Monthly Status Report shall indicate the contract number and time period covered. If applicable, the report shall also include any problems and delays that the Contractor experienced during the reporting period that are related to the supplies and services required under this contract, and the specific action which the Contractor proposes to correct those problems and delays.

The Contractor shall continue to submit Monthly Status Reports until all Final Test Reports are accepted by the Government. The reports shall be prepared in accordance with the OVSC Test Procedure (TP-218-06). The Contractor shall e-mail the monthly report spreadsheet as specified in F.4.1(b). The report shall be in MS Excel format.

- c. **Interim Failure Reports.** The Contractor shall notify the COTR by telephone, facsimile ("FAX"), or e-mail within twenty-four (24) hours of a test failure. The Contractor shall submit a written interim test failure report by FAX or e-mail within two (2) working days. The failure reports shall be prepared in accordance with the OVSC Test Procedure (TP-218-06). The Contractor shall FAX or e-mail the failure report as specified in F.4.1(b).

F.5 COMPLIANCE WITH REHABILITATION ACT

The Contractor may be required to ensure that electronic documents it prepares will meet the requirements of Section 508 of the Rehabilitation Act. The Rehabilitation Act requires that all electronic products prepared for the Federal Government be accessible to persons with disabilities, including those with vision, hearing, cognitive, and mobility impairments. When an electronic document developed under this effort have been identified by NHTSA as necessary and required to meet the requirements of Section 508, it is understood that all reasonable costs incurred by the Contractor that are associated with meeting the requirements for Section 508 compliance with be fully reimbursed by the Government.

The Contractor should review Section 508 of the Rehabilitation Act (<http://www.accessboard.gov/508.htm>) and the Federal IT Accessibility Initiative (Home Page) (<http://www.section508.gov/>) for further information on these requirements.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 VOUCHER/INVOICE REQUIREMENTS

a. The Contractor shall submit one original invoice to:

**DOT/NHTSA
Mike Monroney Aero Center
Accounts Payable Branch, AMZ-15000
P.O. Box 268911
Oklahoma City, OK 73126**

b. The following data shall be included in an invoice to be considered proper for payment:

1. Name and address of the contractor.
2. Invoice date and invoice number. The contractor should date invoices as close as possible to the date of the mailing or transmission.
3. Timeframe covered by the invoice.
4. NHTSA Contract number.*
5. Delivery Order Number (as applicable)*
6. NHTSA Contracting Officer's Name*.
7. NHTSA Contract Specialist Name
8. NHTSA Contracting Officer's Technical Representative's name*.
9. Description of supplies/services covered by the invoice to include:
 - a. Contract Line Item Number (CLIN);
 - b. CLIN Price
 - c. CLIN Quantity
 - d. Invoice Total Price. In addition to the current billing period, the invoice shall provide a cumulative total of billings to date.
10. Name and address of contractor official to where questions regarding payment should be referred.
11. If the invoice does not comply with these requirements, the invoice will be returned as an improper invoice within seven (7) days after receipt.

*To the extent it does not require changes to the contractor's standard procedures; the indicated information should be easily identified on the front page of the invoice in order to expedite processing.

G.2 PAYMENT DUE DATE

- a. Payments under this contract will be due as follows:
 - (1) Contract payments shall be made on the 30th calendar day after receipt of a proper voucher/invoice in the designated billing office. In the event that an audit or other review of a specific voucher/invoice is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.
 - (2) The final invoice payment by the designated payment office shall be the later of the following two events:
 - (a) The 30th day after the designated billing office has received a proper invoice from the Contractor.
 - (b) The 30th day after Government acceptance of supplies delivered or service performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.
- b. The date of the check issued in payment or the date of payment by wire transfer through the Treasury Financial Communications System shall be considered to be the date payment is made.
- c. The Final Test Report is rejected for failure to conform to the technical requirements of the contract, or for damage in transit, the payment due date shall be calculated from the date of new submission.

G.3 INTEREST ON OVERDUE PAYMENTS

- a. The Prompt Payment Act, Public Law 97-177 (96 Stat. 85, 31 USC 1801), requires the payment to contractors of interest on overdue payments and improperly taken discounts, but only when they occur after delivery and acceptance, and if not subject to further contract settlement actions.
- b. Determinations of interest due will be made in accordance with the provisions of the Prompt Payment Act and Office of Management and Budget Circular A-125.

G.4 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

The performance of the work required under the resultant contract shall be subject to the technical review of the NHTSA COTR.

- a. The Contracting Officer will designate a technical representative to assist in monitoring the work under the resultant contract. The COTR serves as the technical liaison with the contractor. The COTR is *not* authorized to change the scope of work or specifications as stated in the contract, to make any commitments or otherwise obligate the Government, or to authorize any changes which affect the contract price, delivery schedule, period of performance or other terms or conditions
- b. In the event any technical direction offered by the COTR is interpreted by the contractor to be outside of this contract, the contractor shall not implement such direction, but shall notify the Contracting Officer in writing of such interpretation within five (5) days after the contractor's receipt of such direction. Such notice shall include (1) the reasons upon which the contractor bases its belief that the technical direction falls within the purview of the "Changes" clause, and (2) the contractor's draft revisions to the terms of the contract that it believes are necessary to implement the technical direction.
- c. The Contracting Officer is the only individual who can legally commit or obligate the Government for the expenditure of public funds. The technical administration of the resultant contract shall not be construed to authorize the revision of the terms and conditions of this contract. Any such revision shall be authorized only in writing by the Contracting Officer.
- d. Designation of "Alternate" COTR. In the event that the NHTSA COTR of record is unavailable for a period of time that would jeopardize the timely certification of incoming invoices, then the person indicated below has been designated by the NHTSA Contracting Officer to perform the functions associated with the certification of invoices ordinarily performed by the NHTSA COTR. The Alternate COTR shall have no other responsibility under the Contract than to certify invoices in the absence of the NHTSA COTR.
- e. The official(s) designated below shall be responsible for reviewing and certifying Invoices **ONLY** in the absence of the designated NHTSA COTR.

Name: *** To be announced at time of Contract award**

G.5 TECHNICAL DIRECTION

The performance of the work hereunder shall be subject to the technical direction and surveillance of the Contracting Officer's Technical Representative (COTR). The COTR's responsibilities shall include, but not be limited to, the following:

- (1) Providing technical administration of the contract,
- (2) Reviewing and approving Preliminary Documents submitted by the Contractor,

- (3) Monitoring Contractor's technical performance during test programs,
- (4) Reviewing and accepting final test reports,
- (5) Recommending payment of invoices after acceptance of final reports.

NOTE: Any questions pertaining to the test procedures or other work requirements must be presented to the COTR for discussion and resolution.

G.6 1252.237-73 KEY PERSONNEL (APR 2005)

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

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

The Key Personnel under this Contract are:

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 OPTION FOR INCREASED QUANTITY

The Government may increase the testing requirements called for herein by the optional quantities shown, in whole or in part, and at the unit prices specified in Sections B.4 through B.6 Prices. The Contracting Officer may exercise the option(s) at any time within the term of the contract by executing delivery orders.

H.2 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- a. The Government may extend the term of this contract at anytime during the performance period of the contract provided that the Government gives the contractor a preliminary written notice of its intent to extend at least 60 calendar days before the contract expires. The preliminary notice does not commit the Government to an extension.
- b. If the Government exercises an Option Period more than 60 calendar days before the contract expires, then the Government's unilateral modification which affects the extension shall also serve as written notice.
- c. If the Government exercises this option, the extended contract shall be considered to include this option clause.
- d. The total duration of this contract, including the exercise of any options under this clause, shall not exceed sixty (60) consecutive months.

NOTE: If the decision is made to extend the contract term, the Contracting Officer will execute a modification to the contract prior to contract expiration. If the Government exercises its Option Period to extend the term of the contract, the clause entitled "Period of Performance" in Section F.1.1 of the Schedule will be modified accordingly to reflect the new contract expiration date, and the total estimated amount of the contract will be modified to reflect the change in costs associated with the exercised Option Period.

H.3 NON-CONFORMING TESTS/RETESTS

- (a) Non-conforming Test Description: An invalid compliance test is one which does not conform precisely to all requirements/specifications of the OVSC Test Procedure and Statement of Work applicable to that test.
- (b) Invalid Test Notification: The Contractor shall verbally notify the COTR of any test not meeting all requirements/specifications of the OVSC Test Procedure and statement of work applicable to the test within 24 hours of the test and follow-up with a written Non-conforming Test Report to the Contracting Officer's Technical Representative within 48 hours of the test completion.

- (c) Retest Notification: The Contracting Officer of NHTSA is the only NHTSA official authorized to notify the Contractor that a retest is required. The retest shall be performed and all required reports shall be submitted within 1 month after receipt of notification by the Contracting Officer. A retest conducted by the Contractor as a result of a nonconforming tests shall be performed at no-cost to the Government.
- (d) Waiver of Retest: NHTSA, in its sole discretion, reserves the right to waive the retest requirement.
- (e) Government Furnished Test Items (GFTI) and Contractor Purchased Test Items (CPTI): NHTSA shall furnish GFTI and purchase identification information for CPTI as determined by the COTR for each test ordered. The Contractor shall furnish, at its expense, the test items required for any retest. The original test items (door locks and door retention components including all tested or untested components) used in the nonconforming test shall remain the property of NHTSA, and the retest test items (door locks and door retention components including all tested and untested components) shall remain the property of the Contractor. The Contractor shall retain the retest test items until disposal notification from the COTR (expected not to exceed 180 days).
- (f) Final Test Report: No Final Test Report is required for any test which is determined to be non-conforming unless NHTSA specifically decides, in writing, to require the Contractor to submit such report. The test data from the non-conforming test must be safeguarded until the data from the retest has been accepted by the COTR. The Final Test Report and other required deliverables for the retest are required to be submitted to the COTR within 2 weeks after completion of the retest.
- (g) Default: The Contractor is subject to default and subsequent re-procurement costs for non-delivery of valid or conforming tests or retests, as appropriate, pursuant to the Termination For Default clause in the contract.
- (h) NHTSA's Rights: None of the requirements herein stated diminish or modify the rights of NHTSA to determine that any test submitted by the Contractor does not conform precisely to all requirements/specifications of the contract and applicable test procedure.

H.4 TEST ITEMS INVOLVED IN NON-CONFORMING TESTS

All GFTI and CPTI involved in non-conforming tests shall be tagged and identified by specimen, test phase, test date, detailed reason for non-conformance, etc., and retained by the Contractor pending the receipt of disposition instructions from the COTR.

H.5 SECURITY OF GOVERNMENT FURNISHED TEST ITEMS (GFTI) and CONTRACTOR PURCHASED TEST ITEMS (CPTI)

The Contractor shall provide appropriate security measures to protect NHTSA test items during the entire test program, including all GFTI and CPTI removed before and after the test. Thefts or acts of vandalism must be reported to the COTR immediately after becoming aware of them. The Contractor may be held responsible for repair or replacement of any GFTI and CPTI that are damaged or missing.

H.6 INTERPRETATION OF TEST PROCEDURES

Any conflict in the interpretation of the OVSC test procedures prescribed herein must be presented to the COTR for discussion and resolution prior to conducting a test. Failure to agree on a resolution shall be resolved in accordance with FAR 52-233-1, Disputes Clause (JUL 2002) which has been incorporated by reference.

H.7 GOVERNMENT FURNISHED TEST ITEMS (GFTI)/CONTRACTOR PURCHASED TEST ITEMS (CPTI)

- a. Government Furnished Test Items (GFTI) means test items owned or acquired by the Government and subsequently provided to the Contractor for use in the performance of a contract.
- b. Contractor Purchased Test Items (CPTI) means test items purchased by the Contractor at the direction of Government for use in the performance of a contract. CPTI are owned by the Government and treated as Government Property.
- c. GFTI and CPTI shall be maintained, utilized, controlled, and distributed in accordance with Federal Acquisition Regulation (FAR) Part 45, Transportation Acquisition Regulation (TAR) Part 1245, and the Government Property clause of this contract.
- d. Original invoices for all CPTI shall be maintained on file until the test items are disposed.
- e. Evidence of receipt of GFTI and CPTI shall be provided to the Government within five (5) calendar days of receipt of said Government Property. One (1) copy of each of the document(s) evidencing receipt of the property shall be either e-mailed to the COTR or mailed to the following address:

DOT/National Highway Traffic Safety Administration
Office of Vehicle Safety Compliance, NVS-222
Attn: TBD at Award
1200 New Jersey Avenue, S.E., TBD
Washington, DC 20590

- f. The Contractor may be required, by the direction of the Contracting Officer, to perform an annual property physical inventory to include both GFTI and CPTI. The Contractor shall report the results of this inventory to the Government to include the information required by the Transportation Acquisition Regulation (TAR) 1245.508. The Government will notify the Contractor of the effective dates of the report.
- g. In accordance with Transportation Acquisition Regulation (TAR) 1245.505-14, Reports of Government Property, Contractors are required to submit a financial property report each year, for each contract, showing the dollar amount of Government property. This report includes Government Furnished Test Items (GFTI) and Contractor Purchased Test Items (CPTI).

H.8 SECURITY OF TEST ITEMS

The Contractor shall provide appropriate security measures to protect NHTSA's test items, including all GFTI and CPTI, before, throughout, and after the test. The Contractor shall report thefts or acts of vandalism to the COTR immediately after becoming aware of them. The Contractor may be held responsible for repair or replacement of any GFTI or CPTI that is damaged or missing.

H.9 CONFIDENTIALITY OF INFORMATION

Neither the Contractor nor any employee thereof shall divulge to any third party any information concerning test procedures used, work performed, results obtained, or any other information in connection with this contract, without the express written permission of the Contracting Officer.

H.10 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, 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.11 PROPRIETARY RIGHTS IN REPORTS

All proprietary rights, including publication rights, in any report produced by the Contractor in connection with the work provided for hereunder shall vest in the Government. The Contractor shall not publish any of the results of the work provided for hereunder without the express written permission of the Contracting Officer.

H.12 SUBCONTRACTS

Subcontracts of tests or any portion of a test are NOT permitted.

H.13 GOVERNMENT PROPERTY REPORTS (OCT 1994)

- a. The Contractor shall prepare an Annual Report of Government property in its possession and the possession of its subcontractors.
- b. The report shall be submitted to the Contracting Officer not later than September 15 of each calendar year on Form DOT F 4220.43, Contractor Report of Government Property

H.14 COMPUTER PROGRAMS/DATA BASES/PRINTER LAYOUTS AND LOGIC TABLES **(Revised May 1994)**

a. General

All computer programs, data files, tables and associated documentation developed under this contract are the property of the Federal Government and shall be delivered by the Contractor, by the due date mutually agreed upon with the COTR, but by no later than the completion date of the contract, in accordance with the following paragraphs. All computer programs and databases developed without Federal funds, and used in performance of this contract remain the property of the Contractor. If any programs or databases are modified, however, and used in performance of this contract, title to the modified portion shall vest in the Government.

b. Computer Programs

For each computer program developed or modified under this contract, the following items and/or information shall be provided:

- (1) A general or “overview” flowchart, which references the main program, and each called subprogram and operation of the system.
- (2) Detailed flowcharts for each section or subroutine of the system. These shall include reference to labels or addresses actually used in the program.
- (3) A brief narrative description of each flowchart.
- (4) A listing of all program source codes. Sufficient comment to identify important procedures shall be included in the listing.
- (5) The source code itself on tape or disk, as appropriate.
- (6) Running instructions for the computer operator, including an explanation of all possible messages other than those provided by the computer manufacturer.
- (7) Running instructions for the user, including a full description of user “prompting” by the replies to the executive or command module in the case of a user-friendly program.

c. Data Bases

For each data base developed or modified under this contract, the following items and/or information shall be provided:

- (1) A copy of each data base.
- (2) Each data element (field) shall be defined as to format content, length, type of characters or numbers, and what must be present in the full case.

- (3) Each record and its format shall be defined completely, including all control symbols and fields.
- (4) Blocking shall be specified unambiguously.
- (5) Labels, sentinels, headers, tape marks and similar structures shall be specified.
- (6) Density, number of tracks, character codes and special symbols shall be defined.

d. Printer Layouts and Logic Tables

Copies of the forms actually used shall be provided, except that they may be recopied if necessary for clarity.

H.15 SPECIFICATIONS FOR ELECTRONIC FILES

- a. Specifications for Electronic Files - Test Reports: Electronic files containing final test reports required under this contract shall be provided in accordance with the following:
 1. Electronic Master File:
 - i. An electronic version of the final report in Adobe Acrobat (PDF) format shall be used as the "Master" report final copy. Any hard-copy reports shall be generated from this electronic master file. A copy of the electronic master file shall be provided to NHTSA.
 2. System Compatibility:
 - i. All electronic files submitted must be compatible with the Personal Computer (PC) systems used by the Office of Vehicle Safety Compliance (OVSC).
 - ii. For the base year of this contract the following requirements apply:
 - (1). Operating System: All submitted electronic files shall be compatible with a PC using the WindowsXP operating system.
 - (2). Software Application: Adobe Acrobat (PDF) file format shall be used for each electronic master file of each final report. The contractor shall coordinate with the COTR for incorporating approval signatures into the Final Reports. The total file size shall be less than 10 MB for the purpose of emailing. (If the file size is larger, the contractor shall divide the file into multiple files per direction from the COTR).
 - (3). Storage Medium: All electronically submitted reports shall be submitted as specified in section F3.b. Reports submitted via commercial carrier shall be stored on compact disc (CD).

- (4). Image Formats: All images (photographs, charts, graphs, etc.) contained within a test report shall be in a JPEG or TIFF file format.

For any of the option years exercised under this contract, NHTSA reserves the right to change the hardware and software requirements stated above, such that submitted electronic files continue to be compatible with PC systems utilized by the Office of Vehicle Safety Compliance (OVSC).

- b. Specifications for Electronic Files - Data Tapes: For the purpose of acquiring information for research and development, the contractor shall submit data CDs in the NHTSA EV5 data format as specified in the Version 5 Test Reference Guide, Volume 1: Component Tests (VTRG), which may be downloaded, along with supporting data entry software, Entree for Windows, Version 5, from <http://www-nrd.nhtsa.dot.gov/software/entree/index.htm>

H.16 SPECIFICATIONS FOR FILM

Any film required under this contract shall be provided in accordance with the following:

- a. Specifications: At the beginning of the film, and for each separate segment, include an identification placard or slate covering the following description of the film:
- (1) Project Title
 - (2) Test Number where appropriate
 - (3) Date Filmed
 - (4) Type of test, vehicle or product being filmed
 - (5) Conditions of test or product being filmed
- b. Film Quality/Coverage: Film views of test events shall be of a quality sufficient to unambiguously reveal the required elements of the test (including dummy kinematics and close-up views of impact), and shall cover the test from beginning to end, capturing the real time events without interruptions or gaps in the sequence of events.

H.17 SPECIFICATIONS FOR VIDEO TAPE

- a. Specifications: At the beginning of the video tape, and for each separate segment, include an identification placard or slate covering the following description of the film:
- (1) Project Title
 - (2) Test Number where appropriate
 - (3) Date Filmed
 - (4) Type of test, vehicle or product being filmed
 - (5) Conditions of test or product being filmed
- c. Film Quality/Coverage: Film views of test events shall be of a quality sufficient to unambiguously reveal the required elements of the test (including dummy kinematics and close-up views of impact), and shall cover the test from beginning to end, capturing the real time events without interruptions or gaps in the sequence of events.

H.18 COMMON SECURITY CONFIGURATIONS

- a. The provider of information technology shall demonstrate that applications are fully functional and operate correctly as intended on systems using the Federal Desktop Core Configuration (FDCC). This includes Internet Explorer 7 configured to operate on Windows XP and Vista (in Protected Mode on Vista.) For the Windows XP settings, see: http://csrc.nist.gov/itsec/guidance_WinXP.html, and for the Windows Vista settings, see: http://csrc.nist.gov/itsec/guidance_vista.html.
- b. The standard installation, operation, maintenance, updates, and/or patching of software shall not alter the configuration settings from the approved FDCC configuration. The information technology should also use the Windows Installer Service for installation to the default “program files” directory and should be able to silently install and uninstall.
- c. Applications designed for normal end users shall run in the standard user context without elevated system administration privileges.

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.

NOTE: Those clauses marked with a “X” are hereby incorporated by reference.

<u>CLAUSE NUMBER</u>	<u>TITLE AND DATE</u>
<u>X</u> 52.202-1	Definitions (JUL 2004)
<u>X</u> 52.203-3	Gratuities (APR 1984)
<u>X</u> 52.203-5	Covenant Against Contingent Fees (APR 1984)
<u>X</u> 52.203-6	Restrictions on Subcontractor Sales to the Government (SEP 2006)
<u>X</u> 52.203-7	Anti-Kickback Procedures (JUL 1995)
<u>X</u> 52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
<u>X</u> 52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
<u>X</u> 52.203-12	Limitation on Payments to Influence Certain Federal Transactions (SEP 2007)
<u>X</u> 52.204-4	Printed or Copies Double-Sided on Recycled Paper (AUG 2000)
<u>X</u> 52.204-7	Central Contractor Registration (APR 2008)
<u>X</u> 52.209-6	Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (SEP 2006)
<u>X</u> 52.215-2	Audit and Records—Negotiation (JUN 1999)
<u>X</u> 52.215-8	Order of Precedence – Uniform Contract Format (OCT 1997)
<u>X</u> 52.215-14	Integrity of Unit Prices (OCT 1997)

- X 52.217-6 Notice of Total Small Business Set Aside
- X 52.217-8 Option to Extend Services (NOV 1999)
- X 52.217-9 Option to Extend the Term of the Contract (MAR 2000)
Fill in: “The Contracting Officer may exercise the option by written notice to the contractor within sixty (60) days of contract completion.”
- X 52.222-3 Convict Labor (JUN 2003)
- X 52.222-21 Prohibition of Segregated Facilities – (FEB 1999)
- X 52.222-22 Previous Contracts and Compliance Reports (Feb 1999)
- X 52.222-26 Equal Opportunity (MAR 2007)
- X 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans, of the Vietnam Era, and Other Eligible Veterans (SEP 2006)
- X 52.222-36 Affirmative Action for Workers with Disabilities (JUN 1998)
- X 52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006)
- X 52.222-38 Compliance with Veterans’ Employment Reporting Requirements (DEC 2001)
- X 52.223-6 Drug-Free Workplace (MAY 2001)
- X 52.223-13 Certification of Toxic Chemical Release Reporting (AUG 2003)
- X 52.225-5 Trade Agreements (NOV 2007)
- X 52.225-13 Restrictions on Certain Foreign Purchases (JUN 2008)
- X 52.227-1 Authorization and Consent (DEC 2007)
- X 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)

- X 52.227-14 Rights in Data - General (DEC 2007)
- X 52.227-17 Rights in Data - Special Works (DEC 2007)
- X 52.229-3 Federal, State, and Local Taxes (APR 2003)
- X 52.230-2 Cost Accounting Standards (APR 1998)
- X 52.232-1 Payments (APR 1984)
- X 52.232-8 Discounts for Prompt Payment (FEB 2002)
- X 52.232-9 Limitation on Withholding of Payments (APR 1984)
- X 52.232-11 Extras (APR 1984)
- X 52.232-17 Interest (JUN 1996)
- X 52.232-23 Assignment of Claims (JAN 1986)
- X 52.232-25 Prompt Payment (OCT 2003)
- X 52.232-33 Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003)
- X 52.232-38 Submission of Electronic Funds Transfer Information with Offer (MAY 1999)
- X 52.233-1 Disputes (JULY 2002)
X Alternate I (DEC 1991)
- X 52.233-3 Protest After Award (AUG 1996)
X Alternate I (JUN 1985)
- X 52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)
- X 52.237-3 Continuity of Services (JAN 1991)
- X 52.242-13 Bankruptcy (JUL 1995)

- X 52.243-1 Changes - Fixed Price (AUG 1987)
X Alternate II (APR 1984)
- X 52.245-1 Government Property (JUN 2007)
- X 52.245-2 Government Property Installation Operation Services (JUNE 2007)
- X 52.246-23 Limitation of Liability (FEB 1997)
- X 52.246-25 Limitation of Liability--Services (FEB 1997)
- X 52.248-1 Value Engineering (FEB 2000)
- X 52.249-2 Termination for Convenience of the Government (Fixed-Price)
(MAY 2004)
- X 52.249-8 Default (Fixed Price Supply and Service) (APR 1984)
- X 52.249-14 Excusable Delays (APR 1984)
- X 52.252-6 Authorized Deviations in Clauses (APR 1984)

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

This contract incorporates the following Transportation Acquisition Regulation clauses 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.

- | | | |
|----------|-------------|--------------------------------------------------|
| <u>X</u> | 1252.242-71 | Contractor Testimony (OCT 1994) |
| <u>X</u> | 1252.242-72 | Dissemination of Contract Information (OCT 1994) |
| <u>X</u> | 1252.245-70 | Government Property Reports (OCT 1994) |

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

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

I.3.1 52.204-1 APPROVAL OF CONTRACT (DEC 1989)

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

(End of clause)

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 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.

(End of clause)

I.3.3 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 under this contract after expiration date of the contract.

(End of clause)

I.3.4 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JUL 2005)

- (a) *Definition.* HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.
- (b) *Evaluation preference.* (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except -
 - (i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and
 - (ii) Otherwise successful offers from small business concerns.
- (2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.
- (3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated

independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

- (c) *Waiver of evaluation preference.* A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

[] Offeror elects to waive the evaluation preference.

(d) *Agreement.* A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for -

- (1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;
- (2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;
- (3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or
- (4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

I.3.5 52.222-19 CHILD LABOR—COOPERATION WITH AUTHORITIES AND REMEDIES (AUG 2007)

(a) *Applicability.* This clause does not apply to the extent that the Contractor is supplying end products mined, produced, or manufactured in—

- (1) Canada, and the anticipated value of the acquisition is \$25,000 or more;
- (2) Israel, and the anticipated value of the acquisition is \$50,000 or more;

(3) Mexico, and the anticipated value of the acquisition is \$64,786 or more; or

(4) Aruba, Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, or the United Kingdom and the anticipated value of the acquisition is \$193,000 or more.

(b) Cooperation with Authorities. To enforce the laws prohibiting the manufacture of importation of products mined, produced, or manufactured by forced or indentured child labor, authorized officials may need to conduct investigations to determine whether forced or indentured child labor was used to mine, produce, or manufacture any product furnished under this contract. If the solicitation includes the provision 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products, or the equivalent at 52.212-3(i), the Contractor agrees to cooperate fully with authorized officials of the contracting agency, the Department of the Treasury, or the Department of Justice by providing reasonable access to records, documents, persons, or premises upon reasonable request by the authorized official.

(c) Violations. The Government may impose remedies set forth in paragraph (d) for the following violations:

(1) The Contractor has submitted a false certification regarding knowledge of the use of forced or indentured child labor for listed end products.

(2) The Contractor has failed to cooperate, if required, in accordance with paragraph (b) of this clause, with an investigation of the use of forced or indentured child labor by an Inspector General, Attorney General, or the Secretary of the Treasury.

(3) The Contractor used forced or indentured child labor in its mining, production, or manufacturing processes.

(4) The Contractor has furnished under the contract end products or components that have been mined, produced, or manufactured wholly or in part by forced or indentured child labor. (The Government will not pursue remedies at paragraph (d)(2) or paragraph (d)(3) of this clause unless sufficient evidence indicates that the Contractor knew of the violation.)

(d) Remedies.

(1) The Contracting Officer may terminate the contract.

(2) The suspending official may suspend the Contractor in accordance with procedures in FAR Subpart 9.4.

(3) The debarring official may debar the Contractor for a period not to exceed 3 years in accordance with the procedures in FAR Subpart 9.4.

(End of clause)

**I.4. DEPARTMENT OF TRANSPORTATION (DOT) CLAUSES INCORPORATED
IN FULL TEXT**

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

I.4.1 1252.223-73 SEAT BELT USE POLICIES AND PROGRAMS (APR 2005)

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the contractor is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information on how to implement such a program, or statistics on the potential benefits and cost-savings to your company or organization, please visit the *Buckle Up America* section on NHTSA's website at www.nhtsa.dot.gov. Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in the Washington, D.C. metropolitan area, and dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to help with technical assistance, a simple, user-friendly program kit, and an award for achieving the President's goal of 90 percent seat belt use. NETS can be contacted at 1 (888) 221-0045 or visit its website at www.trafficsafety.org.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**SECTION J****LIST OF ATTACHMENTS****ATTACHMENT
NUMBER****ATTACHMENTS**

- 1 Laboratory Test Procedure No. TP-206-06, *Laboratory Test Procedure for FMVSS 206 Door Locks and Door Retention Components*, dated March 16, 1998.

Available for free download at the following web site:
<http://www.nhtsa.dot.gov/staticfiles/DOT/NHTSA/Vehicle%20Safety/Test%20Procedures/Associated%20Files/TP-206-06.pdf>
- 2 Laboratory Test Procedure No. TP-206-07, *Laboratory Test Procedure for FMVSS 206 Door Locks and Door Retention Components*, dated February 6, 2007.

Available for free download at the following web site:
<http://www.nhtsa.dot.gov/staticfiles/DOT/NHTSA/Vehicle%20Safety/Test%20Procedures/Associated%20Files/TP-206-07.pdf>
- 3 Laboratory Test Procedure No. TP-209-08, *Laboratory Test Procedure for FMVSS 209 Seat Belt Assemblies*, dated December 7, 2007.

Available for free download at the following web site:
<http://www.nhtsa.dot.gov/staticfiles/DOT/NHTSA/Vehicle%20Safety/Test%20Procedures/Associated%20Files/TP-209-08.pdf>
- 4 Laboratory Test Procedure No. TP-218-06, *Laboratory Test Procedure for FMVSS 218 Motorcycle Helmets*, dated November 30, 2006.

Available for free download at the following web site:
<http://www.nhtsa.dot.gov/staticfiles/DOT/NHTSA/Vehicle%20Safety/Test%20Procedures/Associated%20Files/TP-218-06.pdf>

PART IV. REPRESENTATIONS AND INSTRUCTIONS

SECTION K

REPRESENTATIONS, CERTIFICATIONS, OTHER STATEMENTS OF OFFERORS
(Negotiation Procedures)

1. FAR 52.204-8 Annual Representations and Certifications (JAN 2006)
2. FAR 52.230-1 Cost Accounting Standards Notices and Certification (JUN 2000)
3. Type of Business
4. Authorized Negotiators
5. Technical Data Certification
6. Representation of Compliance with the Electronic and Information Technology Accessibility Standards.
7. Other Communications

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

1. 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS. (JAN 2006)

(a)

(1) The North American Industry classification System (NAICS) code for this acquisition is **541380**.

(2) The small business size standard is \$11 Million [*insert size standard*].

(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 (c) 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 (c) 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 (c) applies.

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

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

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

(End of Provision)

**2. 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION
(JUN 2000)**

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

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

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

I. Disclosure Statement - Cost Accounting Practices and Certification

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

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

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

(c) Check the appropriate box below:

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

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

(ii) One copy to the cognizant Federal auditor.

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

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

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

(2) *Certificate of Previously Submitted Disclosure Statement.* The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement:

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

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

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

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

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

II. Cost Accounting Standards - Eligibility for Modified Contract Coverage

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

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this

proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts.

The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

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

III. Additional Cost Accounting Standards Applicable to Existing Contracts

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

[] yes [] no

(End of provision)

3. TYPE OF BUSINESS

Check the appropriate selection(s) from the following:

- Small Disadvantaged Business
- Other Small Business
- Large Business
- JWOD
- Nonprofit Educational Org.
- Nonprofit Hospital
- Women-Owned Business
- Historically Black College/Univ.
- Minority Institution
- Other Non-Profit Organization
- State/Local Govt - Education
- State/Local Govt - Hospital
- Other State/Local Government
- Foreign Contractor
- Domestic Contractor Performing Outside US
- Veteran-Owned Small Business Concern
- Service Disabled Veteran-Owned Small Business Concern

4. AUTHORIZED NEGOTIATORS

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations: (list names, titles, and telephone numbers of the authorized negotiators).

Name	Title	Telephone #
_____	_____	_____
_____	_____	_____

5. TECHNICAL DATA CERTIFICATION

The offeror certifies that it has not delivered or is not obligated to deliver to the Government under any contract or subcontract the same or substantially the same technical data included in its offer, except as set forth below:

- None
- Contract No. (and Subcontract No., if applicable):

Agency Name and Place of Delivery:

6. REPRESENTATION OF COMPLIANCE WITH THE ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY STANDARDS *(Applicable to contracts which furnish Electronic and Information Technology (EIT) products and services).*

- (a). Submission of the representation referenced in paragraph (b) and (c) is a prerequisite imposed by 36 CFR 1194 for making or entering into this contract.
- (b). The offeror represents by fully completing the Electronic and Information Technology Accessibility Standards Evaluation spreadsheet (attachment located in Section J of this solicitation) that the products and services offered in response to this solicitation comply with the Electronic and Information Technology Accessibility Standards at 36 CFR 1194, unless stated otherwise within the spreadsheet.
- (c). The offeror further represents that all EIT products and services represented in the Electronic and Information Technology Accessibility Standards Evaluation spreadsheet (attachment located in Section J of this solicitation) that are less than fully compliant are offered pursuant to extensive market research, which ensures that they are the most compliant products and services available to satisfy this solicitation’s requirements.

7. NOTIFICATION OF DEFECTIVE INVOICES

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

Name _____
 Title _____
 Address _____
 City & State _____ Zip Code _____
 Telephone No.: _____ Fax No. _____

8. OTHER COMMUNICATIONS

To facilitate other communications, please provide your organizational FAX number(s):

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**SECTION J****LIST OF ATTACHMENTS****ATTACHMENT
NUMBER****ATTACHMENTS**

- 1 Laboratory Test Procedure No. TP-206-06, *Laboratory Test Procedure for FMVSS 206 Door Locks and Door Retention Components*, dated March 16, 1998.

Available for free download at the following web site:
<http://www.nhtsa.dot.gov/staticfiles/DOT/NHTSA/Vehicle%20Safety/Test%20Procedures/Associated%20Files/TP-206-06.pdf>
- 2 Laboratory Test Procedure No. TP-206-07, *Laboratory Test Procedure for FMVSS 206 Door Locks and Door Retention Components*, dated February 6, 2007.

Available for free download at the following web site:
<http://www.nhtsa.dot.gov/staticfiles/DOT/NHTSA/Vehicle%20Safety/Test%20Procedures/Associated%20Files/TP-206-07.pdf>
- 3 Laboratory Test Procedure No. TP-209-08, *Laboratory Test Procedure for FMVSS 209 Seat Belt Assemblies*, dated December 7, 2007.

Available for free download at the following web site:
<http://www.nhtsa.dot.gov/staticfiles/DOT/NHTSA/Vehicle%20Safety/Test%20Procedures/Associated%20Files/TP-209-08.pdf>
- 4 Laboratory Test Procedure No. TP-218-06, *Laboratory Test Procedure for FMVSS 218 Motorcycle Helmets*, dated November 30, 2006.

Available for free download at the following web site:
<http://www.nhtsa.dot.gov/staticfiles/DOT/NHTSA/Vehicle%20Safety/Test%20Procedures/Associated%20Files/TP-218-06.pdf>

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

INDEX

- L.1 FAR 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)
- L.2 FAR 52.204-6 Data Universal Numbering System (DUNS) Number (OCT 2003)
- L.3 FAR 52.215.16 Facilities Cost of Money (JUN 2003)
- L.4 FAR 52.216-1 Type of Contract (APR 1984)
- L.5 FAR 52.232-38 Submission of Electronic Funds Transfer (May 1999)
- L.6 FAR 52.233-2 Service of Protest (SEPT 2006)
- L.7 Demonstration Test
- L.8 Special notices
- L.9 General Information
- L.10 Disclosure of Conflicts of Interest
- L.11 Proposal Submission
- L.12 Technical Proposal Instructions
- L.13 Business Management Proposal Instructions

Supplement 1 – Business Management Information Sheets – 3 pages

NOTE: THE SUPPLEMENTS SHOWN ARE ENCLOSED FOLLOWING SECTION M.

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 the 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://www.arnet.gov.far>

NOTE: An "X" indicates Provisions incorporated by reference

- X 52.215-1 Instructions to Offerors - Competitive Acquisition (JAN 2004)
- X 52.222-24 Preaward On-Site Equal Opportunity Compliance Evaluation (FEB 1999)

L.2 FAR 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

- a. The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the Offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dunn and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the Offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

If the Offeror does not have a DUNS number, it should contact Dunn and Bradstreet directly to obtain one.

- (1) An Offeror may obtain a DUNS number-

(i) If located within the United States, by calling Dunn and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com> or

(ii) If located outside the United States, by contacting the local DUNS and Bradstreet office.

- (2) The Offeror should be prepared to provide the following information:

- (i) Company legal business name.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company physical street address, city, state and Zip Code.
- (iv) Company mailing address, city, state and Zip Code (if separate from physical).
- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

L.3 FAR 52.215-16 FACILITIES CAPITAL COST OF MONEY (JUNE 2003)

(a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in FAR 31.205-10(b) are met. One of the allowability criteria requires the prospective Contractor to propose facilities capital cost of money in its offer.

(b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

(End of Provision)

L.4 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates a single award of an Indefinite Delivery Indefinite Quantity (IDIQ) firm-fixed price contract (fixed price for testing services along with a cost reimbursement portion for contractor purchase of any test items as specified in the contract along with the corresponding contractor's fixed price for each purchase) resulting from this solicitation. The Government may elect to award multiple contracts resulting from this solicitation (see section M.3).

L.5 FAR 52.232-38 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER (MAY 1999)

The Offeror shall provide, with its offer, the following information that is required to make payment by electronic funds transfer (EFT) under any contract that results from this solicitation. This submission satisfies the requirement to provide EFT information under paragraphs (b)(1) and (j) of the clause at 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration.

- (1) The solicitation number (or other procurement identification number).
- (2) The Offeror's name and remittance address, as stated in the offer.
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the Offeror's official authorized to provide this information.
- (4) The name, address, and 9-digit Routing Transit Number of the Offeror's financial agent.
- (5) The Offeror's account number and the type of account (checking, savings, or lockbox).
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Offeror's financial agent.
- (7) If applicable, the Offeror shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Offeror's financial agent is not directly on-line to the Fedwire and, therefore, not the receiver of the wire transfer payment.

L.6 FAR 52.233-2 SERVICE OF PROTEST (SEPT 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 General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

*Mr. Ross Jeffries
Director, Office of Acquisition Management
Office of Acquisition Management, NPO-320
US DOT/ National Highway Traffic Safety Administration
1200 New Jersey Avenue, SE, W51-138
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.7 DEMONSTRATION TESTS

NHTSA may require the Offeror to conduct a demonstration test at the Offeror's expense using the same facilities, techniques and personnel that the Offeror will use in the performance of the contract. The Offeror shall perform the demonstration test and provide all test equipment and test items, at no cost to NHTSA. The Offeror's test facility shall be fully operational with all necessary equipment, at time of bid submission, in order to conduct a demonstration test. The demonstration test is to be conducted within ten (10) days of receipt of the contracting officer's directions to proceed with the test.

L.8 SPECIAL NOTICES

- a. Questions concerning this Solicitation shall be in writing to Chelly Johnson-Jones, Contract Specialist, no later than 2:00pm, Monday, July 7, 2008. It is preferred that any and all such questions are sent electronically to Chelly Johnson-Jones at E-mail address: chelly.johnson-jones@nhtsa.dot.gov questions and answers will be available on website www.fedbizopps.gov under the Solicitation Number DTNH22-08-R-00121, entitled: "Questions and Answers", by no later than 3:00pm, Thursday, July 10, 2008.
- b. Offeror shall acknowledge receipt of amendments, if any, to the Solicitation. Accordingly, offeror should pay attention to Block 14, Acknowledgement of Amendments, of Standard Form 33, Offer and Award, for guidance in complying with this requirement.

L.9 GENERAL INFORMATION

- a. Small Business Set-Aside

- (1) This requirement is [] [x] not a 100 percent small business set-aside.
(2) For the purpose of this solicitation, the small business size standard is **\$11 Million**.
(3) The Standard Industrial Classification (SIC) NAICS Code is **541380**.

b. Pre-proposal Conference

A pre-proposal conference is not contemplated.

A pre-proposal conference will be held as indicated below:

Time:

Date:

Place:

Please limit attendance to _____ people per organization.

You are requested to submit your questions in writing to arrive at least _____ days prior to such a conference.

Please mark the outside of the envelope “PRE-PROPOSAL QUESTIONS RFP NO. _____”

c. 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.

d. Literature Search

If a literature search is to be conducted in performance of the contract resulting from this solicitation, the Contractor, after award but prior to initiating the search, will be required to consult with the Contracting Officer’s Technical Representative (COTR) in order to make maximum use of the services of NHTSA’s Technical Reference Branch.

All documents, original or copies, acquired with contract funds by the Contractor in performing the resultant literature search shall become the property of NHTSA (Technical Information Services) at the completion of the contract without additional charge to NHTSA. This assumes that a search of NHTSA’s Highway Safety Literature File will have been made by the Contractor to eliminate the acquisition of duplicate documents.

e. 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.10 DISCLOSURE OF CONFLICTS OF INTEREST

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:

- (a) 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.
- (b) 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.
- (c) 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.
- (d) 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.
- (e) 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 which could not reasonably have been known prior to award, 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, terminate the contract for convenience if it is deemed that termination is in the best interest of the Government.

L.11 PROPOSAL SUBMISSIONS

The Offeror's proposal may address any or all of the specific testing program requirements (i.e., FMVSS No. 206, 209, and 218). However, for each specific testing program addressed, the Offeror's proposal must address all of the applicable requirements for that testing program. Offeror proposals that do not address all of the applicable requirements for the testing program being addressed will be rated as technically unacceptable for that testing program.

- a. The Offeror shall submit its proposal on CD ROM. Its cost proposal must be presented on a CD ROM separate from its Technical Proposal. A total of five (5) CD ROMs containing the Offeror's Technical Proposal and a total of Five (5) CD ROMs containing the Offeror's cost proposal must be provided. Proposals may be sent in Microsoft Word, Excel, or PDF Format. Due to security constraints, delivery of documents via USPS is often delayed. Therefore, CD ROMs should be sent via UPS Ground or Federal Express.
- b. Standard Form 33 – One (1) copy must be completed and submitted as part of your proposal. Only one (1) completed copy of this form with original signatures must be submitted unbound and in hard copy format.
- c. Technical Proposal – Five (5) copies on CD ROM - NOTE: The Technical Proposal must be separate from the Business Management Proposal. **The Technical Proposal shall not contain any cost or pricing information.**
- d. Business Management Proposal – 5 copies (on CD ROM) of the Price Schedules, (Sections B.4 through B.6), Business Management Information (Section L Supplement 1), and Price Evaluation Sheets (Section M.5 – For Evaluation Only). Please submit all price schedules using Excel Format.
- e. Waiver of Price Evaluation Adjustments/Preferences – If, in Section K, (FAR provision 52.219-1), the Offeror has represented itself as a Small Disadvantaged Business Concern and/or a HUBZone Small Business Concern or a joint venture that complies with the requirements of 13 CFR part 126 and the Offeror elects to waive either, or both evaluation adjustments provided by this RFP's Paragraph I.3.2 (FAR 52.219-4) and I.3.3. (FAR 52.219-23), the Offeror must indicate so in its Business Management Proposal.
- f. 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.
- g. The Offeror must submit the following documents in hardcopy format: One originally signed copy of the Standard Form 33; One completed copy (with original signature) of this solicitation's Section K "Representations, Certifications, and other statements of Offerors.
- h. All documents must be received at the address identified on this RFP's SF-33 block 7 and 8 by the time and date prescribed. The Offeror is solely responsible for the timely submission of the proposal materials discussed in this RFP.

L.12 TECHNICAL PROPOSAL

The Offeror's proposal may address any or all of the specific testing program requirements (i.e., FMVSS No. 206, 209, and 218). The Offeror's proposal must address all of the applicable requirements for that testing program. Proposals that do not address all of the applicable requirements for a specific testing program being addressed will be rated as technically unacceptable. Proposals that address more than one testing program must be segmented according to each testing program.

Offerors shall identify the **authors** of their proposals and **specify** those sections for which the writers had major responsibility. The technical proposal shall consist of the following major sections: (a) Table of Contents, (b) Quality Assurance/Quality Control (QA/QC) Plan; (c) Procedures for Recording Test Data; (d) Past Performance (Test Scheduling) and Prior Experience (Testing); (e) Organization and Personnel Qualifications; (f) Facility and Equipment; and (g) Logistics Support.

a. TABLE OF CONTENTS

The Table of Contents shall provide the reader a means to easily identify major points of discussion. Further, the Offeror shall not deviate from any major headings indicated in this section. The evaluators will only use the information supplied under each heading to evaluate that factor. Some exceptions will be allowed for referenced material found in properly identified appendices, figures, charts, photographs or schematics.

b. QUALITY ASSURANCE/QUALITY CONTROL (QA/QC) PLAN (See M.2.1)

As part of the proposal, the Offeror shall submit, as a separate document, a detailed quality assurance and quality control (QA/QC) program plan. A QA/QC program plan is a qualitative description of the Offeror's capability and commitment to conduct a viable quality assured test program throughout all areas of the Offeror's work. The QA/QC program plan reflects the entire organization's involvement in maintaining quality control and reliability during testing as well as maintaining accuracy and promptness of deliverables. The Offeror shall also submit, as a separate document, a detailed QA/QC project plan, which defines the data quality objectives for each project (i.e., FMVSS test) required under this contract, identifies the critical measurements to be performed, and outlines, in detail, the various QA/QC activities to be conducted. A QA/QC project plan is a test specific plan to assure that each task related to the test is correctly executed according to the test procedure and deliverables are on time, properly edited and error free. As a minimum, the Offeror shall submit the following:

1. A written QA/QC program plan in effect for the last 5 years, (or for as long as the contractor has been in business, if less than 5 years) with documentation of how it has been implemented and how it has corrected and/or avoided problems with the quality of test data. List any QA/QC training courses taken by personnel.
2. Written QA/QC project plan(s) for each compliance test being addressed in the proposal. Include check sheets and data sheets, and describe any QA/QC review process, which applies to these sheets.

3. Identify key individual(s) designated as QA/QC manager(s) or person(s) responsible for enforcing the implementation of the QA/QC program and project plans. Briefly describe his/her position, background, experience and function in the organization.

c. **PROCEDURES FOR RECORDING TEST DATA (See M.2.2))**

- (i) Proposals addressing FMVSS No. 206 testing program requirements shall include the following:

As part of the proposal, the Offeror shall submit a separate written explanation, including supporting documentation such as in-house test procedures, to show how all test data requirements for FMVSS No. 206 testing will be collected and recorded under this effort. Include the following;

1. A detailed outline of the testing requirements for the test program
2. In-house test procedures used during testing
3. All documents used to record data
4. Any additional information that indicates how data was collected during testing

A description of the Offeror's ability to accomplish the additional workload of this contract and to meet the scheduling requirements defined in Section F.

- (ii) Proposals addressing FMVSS No. 209 testing program requirements shall include the following:

As part of the proposal, the Offeror shall submit a separate written explanation, including supporting documentation such as in-house test procedures, to show how all test data requirements for FMVSS No. 209 testing will be collected and recorded under this effort. Include the following;

1. A detailed outline of the testing requirements for the test program
2. In-house test procedures used during testing
3. All documents used to record data
4. Any additional information that indicates how data is collected during testing

A description of the Offeror's ability to accomplish the additional workload of this contract and to meet the scheduling requirements defined in Section F.

- (iii) Proposals addressing FMVSS No. 218 testing program requirements shall include the following:

As part of the proposal, the Offeror shall submit a separate written explanation, including supporting documentation such as in-house test procedures, to show how all test data requirements for FMVSS No. 218 testing will be collected and recorded under this effort. Include the following;

1. A detailed outline of the testing requirements for the test program

2. In-house test procedures used during testing
3. All documents used to record data
4. Any additional information that indicates how data is collected during testing
5. Method that will be used to generate the electronic data summary file in MS Excel format (see C.3.1(g))

A description of the Offeror's ability to accomplish the additional workload of this contract and to meet the scheduling requirements defined in Section F. .

d. **PAST PERFORMANCE AND PRIOR EXPERIENCE (See M.2.3)**

Past Performance

- (i) Proposals addressing FMVSS No. 206 testing program requirements shall include the following:
 1. A list of the required start and completion dates compared to the actual start and completion dates for the Offeror's last three (3) testing programs. Documents that show the actual schedule requirements should also be provided.
 2. A description of past scheduling problems and how they were remedied. Include the causes for the problems and actions taken to prevent them from reoccurring in future test programs. Include any relevant information for FMVSS No. 206 testing.
 3. A copy of the latest final report written for a testing contract effort, or preferably a copy of the latest final report written specifically for a FMVSS No. 206 testing contract effort.
 4. A listing of Government and/or private industry customers (preferably 3 or more) who can attest to the quality of work performed. The information shall include: customer's organization, point of contact to include phone number and/or e-mail; description of services provided, Government contact number (as applicable); and dates the services were provided
- (ii) **Proposals addressing FMVSS No. 209 testing program requirements shall include the following:**
 1. A list of the required start and completion dates compared to the actual start and completion dates for the Offeror's last three (3) testing programs. Documents that show the actual schedule requirements should also be provided.
 2. A description of past scheduling problems and how they were remedied. Include the causes for the problems and actions taken to prevent them from reoccurring in future test programs. Highlight FMVSS 209 performance.
 3. A copy of the latest final report written for a testing contract effort, or preferably a copy of the latest final report written specifically for a FMVSS No. 209 testing contract effort.
 4. A listing of Government and/or private industry customers (preferably 3 or more) who can attest to the quality of work performed. The information shall include: customer's organization, point

of contact to include phone number and/or e-mail; description of services provided, Government contact number (as applicable); and dates the services were provided

(iii) Proposals addressing FMVSS No. 218 testing program requirements shall include the following:

1. A list of the required start and completion dates compared to the actual start and completion dates for the offeror's last three (3) testing programs. Documents that show the actual schedule requirements should also be provided.
2. A description of past scheduling problems and how they were remedied. Include the causes for the problems and actions taken to prevent them from reoccurring in future test programs. Highlight FMVSS 218 performance.
3. A copy of the latest final report written for a testing contract effort, or preferably a copy of the latest final report written specifically for a FMVSS No. 218 testing contract effort.
4. A listing of Government and/or private industry customers (preferably 3 or more) who can attest to the quality of work performed. The information shall include: customer's organization, point of contact to include phone number and/or e-mail; description of services provided, Government contact number (as applicable); and dates the services were provided

Prior Experience

(i) Proposals addressing FMVSS No. 206 testing program requirements shall include the following:

A list and description of all test programs (within the last 3 years) especially for FMVSS No. 206 testing or similar to work outlined in this effort. Information shall include a brief description of the testing work; FMVSS test types (as applicable or similar testing work, approximate budget, and period of performance). Past experience should also address experience in the purchasing of test items (Contractor Purchased Test Items (CPTI)) as outlined in this effort.

(ii) Proposals addressing FMVSS No. 209 testing program requirements shall address the following:

A list and description of all test programs (within the last 3 years) especially for FMVSS No. 209 testing or similar to work outlined in this effort. Information shall include a brief description of the work, FMVSS test types (as applicable or similar testing work, approximate budget, and period of performance). Past experience should also address experience in the purchasing of test items (Contractor Purchased Test Items (CPTI)) as outlined in this effort.

(iii) Proposals addressing FMVSS No. 218 testing program requirements shall address the following:

A list and description of all test programs (within the last 3 years) especially for FMVSS No. 218 testing or similar to work outlined in this effort. Information shall include a brief description of the work, FMVSS test types (as applicable or similar testing work, approximate budget, and period of

performance). Past experience should also address experience in the purchasing of test items (Contractor Purchased Test Items (CPTI)) as outlined in this effort.

e. **ORGANIZATION AND PERSONNEL QUALIFICATIONS (See M.2.4)**

As part of the proposal the Offeror shall provide the following:

1. Organizational chart including all company functions.
2. Personnel to be assigned to projects, including top level management, test supervisors, Program Manager, Program Engineer, Photographer, Mechanical Technicians, and Electrical/Instrumentation Technicians. Designate individual(s) responsible for contact with NHTSA during the performance of work.
3. Education, experience, and availability of those listed in number 2. Include dates that reflect length of employment. Highlight the experience in testing in accordance with FMVSS No. 206, 209, and 218 as applicable.
4. List of the primary and secondary responsibilities of the personnel listed in 2 with respect to performing tasks required in this contract including but not limited to receiving and inventorying test items, ordering CPTI, calibrating test equipment, conducting tests, writing reports, photographing test items, and reviewing reports.

f. **FACILITIES AND EQUIPMENT (See M.2.5)**

- (i) Proposals addressing FMVSS No. 206 testing program requirements shall provide the following:

Facilities

1. Photographs of the test areas, including photographs of all equipment to perform all required FMVSS No. 206 testing.
2. Photographs (including measurements) of temperature controlled areas where test articles will be stored before, during, and after testing. Describe system that will maintain the temperature of test samples.
3. Photographs of room(s) where data acquisition system and equipment are housed during testing.
4. Photographs of the room(s) designated for calibration and storage.
5. A description of test site modifications necessary to perform the tests, if applicable.

Equipment

A description of all equipment available to perform FMVSS No. 206 tests including;

1. Equipment that has to be fabricated or purchased.
2. List the year in which the current equipment was purchased. Include any documentation that shows the test equipment used for FMVSS No. 206 testing.
3. Data acquisition systems, including a description of the method used to collect, analyze and display data, as well as methods used to calibrate equipment.

(ii) Proposals addressing FMVSS No. 209 testing program requirements shall include the following:

Facilities

1. Photographs of the test areas, including photographs of all equipment to perform all required FMVSS No. 209 testing.
2. Photographs (including measurements) of temperature controlled areas where test articles will be stored before, during, and after testing. Describe system that will maintain the temperature of test samples.
3. Photographs of room(s) where data acquisition system and equipment are housed during testing.
4. Photographs of the room(s) designated for calibration and storage.
5. A description of test site modifications necessary to perform the tests, if applicable.

Equipment - A description of all equipment available to perform FMVSS No. 209 tests including:

1. Equipment that has to be fabricated or purchased.
2. List the year in which the current equipment was purchased. Include any documentation that shows the test equipment used for FMVSS No. 209 testing.
3. Data acquisition systems, including a description of the method used to collect, analyze and display data, as well as methods used to calibrate equipment.
4. Limitations of the equipment with respect to conducting FMVSS No. 209 tests.
5. Accuracy of the equipment including full scale accuracy and at the range of values typically obtained during testing.

(iii) Proposals addressing FMVSS No. 218 testing program requirements shall include the following:

Facilities

1. Photographs of the test areas, including photographs of all equipment to perform all required FMVSS No. 218 testing.
2. Photographs (including measurements) of temperature controlled areas where test articles will be stored before, during, and after testing. Describe system that will maintain the temperature of test samples.
3. Photographs of room(s) where data acquisition system and equipment are housed during testing.
4. Photographs of the room(s) designated for calibration and storage.
5. A description of test site modifications necessary to perform the tests, if applicable.

Equipment - A description of all equipment available to perform FMVSS No. 218 tests including:

1. Equipment that has to be fabricated or purchased.
2. List the year in which the current equipment was purchased. Include any documentation that shows the test equipment used for FMVSS No. 218 testing.
3. Data acquisition systems, including a description of the method used to collect, analyze and display data, as well as methods used to calibrate equipment.
4. Limitations of the equipment with respect to conducting FMVSS No. 218 tests.

5. Accuracy of the equipment including full scale accuracy and at the range of values typically obtained during testing.
6. Explanation or demonstration of the methods used to ensure that:
 - a. Test items will be conditioned to within +/- 5°C and +/- 20% humidity of the requirements cited in FMVSS No. 218
 - b. Impact attenuation tests can be conducted anywhere on or above the test line for any helmet
 - c. The laboratory has a repeatable method for performing successive impacts to within ¼ inch of prior impact sites
 - d. Penetration tests can be conducted anywhere on or above the test line for any helmet
 - e. Retention system test rate can be controlled within the requirements cited by the test procedure.

L.13 BUSINESS MANAGEMENT PROPOSAL INSTRUCTIONS**a. Contract Pricing Proposal**

1. Offerors are instructed to prepare their cost proposals in sufficient detail to permit thorough and complete evaluation by the Government. Therefore, Offerors shall complete and submit the Price Evaluation Worksheets included in Section M.5 and, the Price Schedules contained in Sections B.4 through B.6.

The Government assumes that the proposed prices are based upon commercially available, catalog, or list prices, (the relevant catalog or list shall be provided). Where the proposed prices are not based upon catalog or list prices, the basis for the proposed prices shall be described. As applicable, any proposed discounts on a most - favored customer basis, shall be identified. In preparing the price proposal, Offerors shall assume an award date of on or before **September 15, 2008**.

2. By submitting this proposal, the Offeror, grants the Contracting Officer or authorized representative, the right to examine, at any time before award, those books, records, documents and other types of factual information, regardless of form or whether such supporting information is specifically referenced or included in the proposal as the basis for pricing, that will permit an adequate evaluation of the price.

b. Business Management Information

1. Offerors are instructed to complete the Business Management Information sheets as contained in Section L, Supplement 1 in sufficient detail to allow a full and complete business evaluation.
2. Provide a list of any contract, regardless of dollar value, which was terminated for the convenience of the Government within the past three (3) years, and any contract, regardless of dollar value, that was terminated for default within the past five (5) years. Identify the agency, the contract number, and a point of contact (including telephone number). Provide a brief explanation of the circumstances for each termination listed.

SECTION M

EVALUATION FACTORS FOR AWARD

M.1 EVALUATION, NEGOTIATIONS AND AWARD PROCESS:

- a. The evaluation process designed for this procurement will be of a two-phased nature.

INITIALLY - The Offeror's technical proposal will be evaluated for technical merit according to the criteria set forth in M.2, EVALUATION FACTORS.

SECONDLY - The Offeror's proposed prices as reflected on the Price Evaluation Worksheets (See L.12) will be considered. The review of the Offeror's prices will be made independently of the technical review. Prices of **technically unacceptable** proposals will **not** be evaluated.

- b. Negotiations may be conducted with those Offerors whose responsive and technically acceptable technical proposals, combined with their cost proposals, place them in the competitive range. Negotiations will be conducted to the extent deemed necessary by the Government. **HOWEVER, OFFERORS ARE CAUTIONED TO SUBMIT PROPOSALS ON THE MOST FAVORABLE BASIS SINCE THE GOVERNMENT RESERVES THE RIGHT TO MAKE AN AWARD WITHOUT FURTHER NEGOTIATION OR DISCUSSION, in accordance with FAR 52.215-1.**
- c. The Evaluation Factors set forth in M.2 will be used in evaluating **technical 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 given any specific numerical rating. If there are no significant technical proposal differences, cost may be the determining factor for source selection. An Offeror whose price is high(er) may be accepted if technical considerations make the offer most advantageous to the Government.
- d. Any contract(s) resulting from this solicitation will be awarded to that responsible Offeror whose offer, will be most advantageous to the Government, price and other factors considered. Evaluation and selection for award under this procurement will be in accordance with FAR 15.605.

M.2 EVALUATION FACTORS:

Proposals will be evaluated and the prospective Contractor(s) will be selected based principally on the following criteria: The Weights for Factors are as follows:

FACTOR		WEIGHT
M.2.1	Quality Assurance/Quality Control (QA/QC) program plan	10
M.2.2	Procedures for Recording Test Data	20
M.2.3	Past Performance (test scheduling) and Prior Experience (testing experience)	25
M.2.4	Organization and Personnel Qualifications	15
M.2.5	Facilities and Equipment	20

M.2.1 QUALITY ASSURANCE/QUALITY CONTROL (QA/QC) PROGRAM PLAN (See L.11(b))**Proposals will be evaluated to determine the following:**

- a. Commitment to QA/QC. The existence and uniform implementation of a program plan based on company policy. Existence of such a program plan is evident from documentation provided.
- b. Providing a clearly written, detailed QA/QC program plan that demonstrates a company-wide commitment to quality assurance and quality control through employee awareness and training.
- c. The independence of the QA/QC function or manager as evidenced by the organizational chart. Identifies the QA/QC manager who is a senior staff member with considerable background experience and training in total quality management as well as vehicle equipment testing.
- d. The effectiveness of the QA/QC program plan to improve quality by correcting and avoiding problems. Excellent examples of the effectiveness of the program plan are provided.
- e. The completeness (from receipt of the equipment through the test report), clarity and detail of the QA/QC program plans.
- f. Project plans are clear, concise and detailed, and cover all aspects of testing related to FMVSS Nos. 206, 209, and 218 applicable, from the acceptance of the test items to delivery of the final test report, including QA/QC control on all data acquisition equipment and instrumentation calibration schedules and includes the QA/QC review process which applies to data collection sheets and deliverables.

M.2.2 PROCEDURES FOR RECORDING TEST DATA (See L.11(c))**Proposals will be evaluated to determine the following:**

- a. Complete, thoroughly detailed documentation covering data collection and recording procedures for all testing requirements specific to FMVSS No. 206, 209, and 218 as applicable.
- b. Data recording documents covering the most critical portion of testing reflect signatures of the individual taking the actual measurement as well as the Project Manager or QA/QC manager.

- c. In-house test procedures contain clearly written, step-by-step instructions such that a novice technician, with some rudimentary knowledge of vehicle equipment testing, could easily duplicate the necessary tasks.
- d. Data collection and reporting methods that reduce potential for human error.
- e. Clear ability to handle additional work under a set schedule as requested by the agency.
- f. Ability to accomplish the workload of this contract, to meet applicable scheduling requirements.

M.2.3 PAST PERFORMANCE (TEST SCHEDULING) AND PRIOR EXPERIENCE (TESTING EXPERIENCE) (See L.11(d))

Past Performance

Proposals will be evaluated to determine the following:

- a. Consistent past performance that demonstrates schedules were set and met especially for specific FMVSS Nos. 206, 209, and 218 testing as applicable.
- b. The majority of scheduled test dates coincide with the actual test dates. The majority of deliverables are delivered to the customer within scheduled dates.
- c. Example of a well-written, organized test report.

Note: If there were past schedule delays, this factor could still be considered outstanding if actions were taken to correct the schedule problem and are clearly explained in the offeror's proposal.

Prior Experience

Proposals will be evaluated to determine the level experience with full system testing in accordance with FMVSS Nos. 206, 209, and 218 OVSC 206 Test Procedures as applicable, including testing, data acquisition and report preparation. This should include a sufficient level of knowledge and experience in obtaining test items (Contractor Purchased Test Items (CPTI)) as applicable.

M.2.4 ORGANIZATION AND PERSONNEL QUALIFICATIONS (See L.11(e))

Proposals will be evaluated to determine the following:

- a. Well qualified staff in key positions throughout the organization.
- b. Sufficient experienced staff identified who are well-qualified, as shown by resumes and years of experience, to perform the necessary tasks outlined in the RFP.
- c. The designated NHTSA contact is at a supervisory level or part of the management team.
- d. Qualified staff who are available to serve as back-ups to personnel identified as primarily responsible for conducting each phase of FMVSS Nos. 206, 209, and 218 testing as applicable.

M.2.5 FACILITIES AND EQUIPMENT (See L.11(f))**Proposals will be evaluated to determine the following:**

- a. State of the art data acquisition system.
- b. Minimal or no test site modifications needed to perform the tests.
- c. Minimal or no fabrication of equipment needed.
- d. Minimal or no procurement of test equipment needed to perform the tests.
- e. Demonstration that the laboratory has the facilities and equipment to perform testing in accordance with the applicable FMVSS and address any technical issues required by Section L.

M.3 52.217-7 SINGLE OR MULTIPLE AWARDS (OCT 1995)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two (2) or more sources under this solicitation. **The Government reserves the right to make multiple awards under this solicitation.** The quantities specified in Section B.4 through B.6 are the total known requirement for this entire project. In the event multiple awards are made, that quantity will be shared among the successful Offerors.

M.4 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

Complete the following price schedules which will be used for price evaluation. All Offerors shall calculate the extended price by multiplying the fixed unit price times the estimated quantity. The extended prices shall be added to arrive at the total evaluated price. Offerors shall submit these pages with their proposal.

M.5 TOTAL EVALUATED PRICE

For the purpose of evaluating the total price proposed by each Offeror, Offerors shall complete this total price summary on the following pages and shall include this with their submission. The price summary is based on the price schedules contained in sections B.4 through B.6.

The total price for all options will be added to the total price of the basic (known) requirement for evaluating Offerors for award purposes. To assist the Offeror in establishing the fixed price for the purchase of test items, the cost of all Contractor Purchased Test Items (CPTI) within any test year of the contract should not exceed \$50,000.00 for the purchase of FMVSS No. 206 test items (door locks and door retention components), \$75,000.00 for the purchase of FMVSS No. 209 test items (seat belt assemblies), and \$30,000 for the purchase of FMVSS No. 218 test items (motorcycle helmets). (Actual costs of CPTI will be reimbursed to the contractor along with the corresponding fixed price for purchases performed). Evaluation of options will not obligate the Government to exercise the Option. Offerors shall calculate the extended price by multiplying the fixed unit price times the estimated quantity. The extended prices shall be added to arrive at the total evaluated price.

M.5.1 For Evaluation Purposes Only

FMVSS No. 206 Compliance Testing Charges

BASE PERIOD - TWELVE (12) MONTHS

From the effective date of award through twelve (12) months thereafter

(CONTRACT YEAR 1 PRICING)

<u>LINE ITEM NUMBER</u>	<u>QUANTITY</u>	<u>FIXED UNIT PRICE</u>
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0001. FMVSS NO. 206 Side Door Tests

Base year known Requirement	<u>25</u>	\$ _____
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0002. FMVSS NO. 206 Back Door Tests

Base year known Requirement	<u>10</u>	\$ _____
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For all testing specified in CLINs 0001 and 0002 above, a FMVSS No. 206 test includes door latch and hinge testing, and preparation and delivery of the Final Report as specified in the Office of Vehicle Safety Compliance Test Procedure TP-206-06 and TP-206-07 as applicable (Attachments 1 and 2 respectively).

0003. Purchase of FMVSS No. 206 Test Items (CPTI)

Base year Optional Requirement	<u>20</u>	\$ _____
	<u>21</u>	\$ _____
	<u>35</u>	\$ _____

Requirements for the contractor to purchase test items per CLIN 0003 will be provided by the COTR. Each test item purchase shall consist of all required parts for a specific model vehicle door test as specified in section C.1.4. Actual cost paid to contractor shall include reimbursement of the cost of the test items purchased along with the corresponding contractors fixed price (i.e., price for performing purchase).

Sub-Total Cost* (CLINs 0001 through 0003 at maximum optional requirements) \$ _____

(*Note: total cost shown does not include reimbursement cost of test items purchased by contractor (CPTI)).

M.5.2. For Evaluation Purposes Only

FMVSS No. 206 Compliance Testing Charges

OPTION PERIOD 1 - TWELVE (12) MONTHS (Contract Year 2)
From the end of Base Period through twelve (12) months thereafter

(CONTRACT YEAR 2 PRICING)

<u>LINE</u>	<u>ITEM NUMBER</u>	<u>QUANTITY</u>	<u>FIXED UNIT PRICE</u>
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0004. FMVSS NO. 206 Side Door Tests

Year 2 Optional Requirement		<u>15</u>	\$ _____
		<u>25</u>	\$ _____

0005. FMVSS NO. 206 Back Door Tests

Year 2 Optional Requirement		<u>5</u>	\$ _____
		<u>10</u>	\$ _____

For all testing specified in CLINs 0004 and 0005 above, a FMVSS No. 206 test includes door latch and hinge testing, and preparation and delivery of the Final Report as specified in the Office of Vehicle Safety Compliance Test Procedure TP-206-06 and TP-206-07 as applicable (Attachments 1 and 2 respectively).

0006. Purchase of FMVSS No. 206 Test Items (CPTI)

Year 2 Optional Requirement		<u>20</u>	\$ _____
		<u>35</u>	\$ _____

Requirements for the contractor to purchase test items per CLIN 0006 will be provided by the COTR. Each test item purchase shall consist of all required parts for a specific model vehicle door test as specified in section C.1.4. Actual cost paid to contractor shall include reimbursement of the cost of the test items purchased along with the corresponding contractors fixed price (i.e., price for performing purchase).

Sub-Total Cost* (CLINs 0004 through 0006 at maximum optional requirements) \$ _____

(*Note: total cost shown does not include reimbursement cost of test items purchased by contractor (CPTI)).

M.5.3. For Evaluation Purposes Only

FMVSS No. 206 Compliance Testing Charges

OPTION PERIOD 2 - TWELVE (12) MONTHS (Contract year 3)
From the end of Option Period 1 through twelve (12) months thereafter

(CONTRACT YEAR 3 PRICING)

<u>LINE ITEM NUMBER</u>	<u>QUANTITY</u>	<u>FIXED UNIT PRICE</u>
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0007. FMVSS NO. 206 Side Door Tests

Year 3 Optional Requirement	<u>15</u>	\$ _____
	<u>25</u>	\$ _____

0008. FMVSS NO. 206 Back Door Tests

Year 3 Optional Requirement	<u>5</u>	\$ _____
	<u>10</u>	\$ _____

For all testing specified in CLINs 0007 and 0008 above, a FMVSS No. 206 test includes door latch and hinge testing, and preparation and delivery of the Final Report as specified in the Office of Vehicle Safety Compliance Test Procedure TP-206-06 and TP-206-07 as applicable (Attachments 1 and 2 respectively).

0009. Purchase of FMVSS No. 206 Test Items (CPTI)

Year 3 Optional Requirement	<u>20</u>	\$ _____
	<u>35</u>	\$ _____

Requirements for the contractor to purchase test items per CLIN 0009 will be provided by the COTR. Each test item purchase shall consist of all required parts for a specific model vehicle door test as specified in section C.1.4. Actual cost paid to contractor shall include reimbursement of the cost of the test items purchased along with the corresponding contractors fixed price (i.e., price for performing purchase).

Sub-Total Cost* (CLINs 0007 through 0009 at maximum optional requirements) \$ _____

(*Note: total cost shown does not include reimbursement cost of test items purchased by contractor (CPTI)).

M.5.4. For Evaluation Purposes Only

FMVSS No. 206 Compliance Testing Charges

OPTION PERIOD 3 - TWELVE (12) MONTHS (Contract year 4)
From the end of Option Period 2 through twelve (12) months thereafter

(CONTRACT YEAR 4 PRICING)

<u>LINE ITEM NUMBER</u>	<u>QUANTITY</u>	<u>FIXED UNIT PRICE</u>
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0010. FMVSS NO. 206 Side Door Tests

Year 4 Optional Requirement	<u>15</u>	\$ _____
	<u>25</u>	\$ _____

0011. FMVSS NO. 206 Back Door Tests

Year 4 Optional Requirement	<u>5</u>	\$ _____
	<u>10</u>	\$ _____

For all testing specified in CLINs 0010 and 0011 above, a FMVSS No. 206 test includes door latch and hinge testing, and preparation and delivery of the Final Report as specified in the Office of Vehicle Safety Compliance Test Procedure TP-206-06 and TP-206-07 as applicable (Attachments 1 and 2 respectively).

0012. Purchase of FMVSS No. 206 Test Items (CPTI)

Year 4 Optional Requirement	<u>20</u>	\$ _____
	<u>35</u>	\$ _____

Requirements for the contractor to purchase test items per CLIN 0012 will be provided by the COTR. Each test item purchase shall consist of all required parts for a specific model vehicle door test as specified in section C.1.4. Actual cost paid to contractor shall include reimbursement of the cost of the test items purchased along with the corresponding contractors fixed price (i.e., price for performing purchase).

Sub-Total Cost* (CLINs 0010 through 0012 at maximum optional requirements) \$ _____

(*Note: total cost shown does not include reimbursement cost of test items purchased by contractor (CPTI)).

M.5.5. For Evaluation Purposes Only

FMVSS No. 206 Compliance Testing Charges

OPTION PERIOD 4 - TWELVE (12) MONTHS (Contract Year 5)
 From the end of Option Period 3 through twelve (12) months thereafter

(CONTRACT YEAR 5 PRICING)

<u>LINE</u>	<u>ITEM NUMBER</u>	<u>QUANTITY</u>	<u>FIXED UNIT PRICE</u>
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0013. FMVSS NO. 206 Side Door Tests

Year 5 Optional Requirement	<u>15</u>	\$ _____
	<u>25</u>	\$ _____

0014. FMVSS NO. 206 Back Door Tests

Year 5 Optional Requirement	<u>5</u>	\$ _____
	<u>10</u>	\$ _____

For all testing specified in CLINs 0013 and 0014 above, a FMVSS No. 206 test includes door latch and hinge testing, and preparation and delivery of the Final Report as specified in the Office of Vehicle Safety Compliance Test Procedure TP-206-06 and TP-206-07 as applicable (Attachments 1 and 2 respectively).

0015. Purchase of FMVSS No. 206 Test Items (CPTI)

Year 5 Optional Requirement	<u>20</u>	\$ _____
	<u>35</u>	\$ _____

Requirements for the contractor to purchase test items per CLIN 0015 will be provided by the COTR. Each test item purchase shall consist of all required parts for a specific model vehicle door test as specified in section C.1.4. Actual cost paid to contractor shall include reimbursement of the cost of the test items purchased along with the corresponding contractors fixed price (i.e., price for performing purchase).

Sub-Total Cost* (CLINs 0013 through 0015 at maximum optional requirements) \$ _____

(*Note: total cost shown does not include reimbursement cost of test items purchased by contractor (CPTI)).

M.6.1. For Evaluation Purposes Only

FMVSS No. 209 Compliance Testing Charges

BASE PERIOD - TWELVE (12) MONTHS
From the effective date of award through twelve (12) months thereafter

(CONTRACT YEAR 1 PRICING)

<u>LINE</u>	<u>ITEM NUMBER</u>	<u>QUANTITY</u>	<u>FIXED UNIT PRICE</u>
016. FMVSS No. 209 Hardware & Assembly Performance Testing (Group C)			
	Base year known Requirement	<u>10</u>	\$ _____
0017. FMVSS No. 209 Retractor Performance Testing (Group D)			
	Base year known Requirement	<u>10</u>	\$ _____
0018. FMVSS No. 209 Hardware & Assembly Performance Testing (Group C)			
	Base year Optional Requirements	<u>10</u>	\$ _____
		<u>30</u>	\$ _____
0019. FMVSS No. 209 Retractor Performance Testing (Group D)			
	Base year Optional Requirements	<u>10</u>	\$ _____
		<u>30</u>	\$ _____
0020. FMVSS No. 209 Webbing Abrasion Testing (Group B)			
	Base year Optional Requirements	<u>10</u>	\$ _____
0021. Procurement of Test Items			
	Base year Optional Requirements	<u>40</u>	\$ _____
Sub-Total Cost* (CLINs 0016 through 0021 at maximum optional requirements)			\$ _____

(*Note: total cost shown does not include reimbursement cost of test items purchased by contractor (CPTI)).

Notes:

- a. The fixed unit price for each test includes all costs associated with conducting the test, issuing the test report, and storing and disposing of the test items in accordance with the requirements of this contract.
- b. Requirements for the contractor to purchase test items will be provided by the COTR. Each test item purchase shall consist of all required parts for a specific model vehicle seat belt assembly test (see Section C.2.1 and C.2.3). The Contractor shall be reimbursed for the cost of the test items as well as paid a fixed price as listed in the CLIN 0021 above for the procurement task.

M.6.2. For Evaluation Purposes Only

FMVSS No. 209 Compliance Testing Charges

OPTION PERIOD 1 - TWELVE (12) MONTHS (Contract Year 2)
From the effective date of award through twelve (12) months thereafter

(CONTRACT YEAR 2 PRICING)

<u>LINE</u>	<u>ITEM NUMBER</u>	<u>QUANTITY</u>	<u>FIXED UNIT PRICE</u>
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0022. FMVSS No. 209 Hardware & Assembly Performance Testing (Group C)

	Year 2 Optional Requirements	<u>20</u>	\$ _____
		<u>40</u>	\$ _____

0023. FMVSS No. 209 Retractor Performance Testing (Group D)

	Year 2 Optional Requirements	<u>20</u>	\$ _____
		<u>40</u>	\$ _____

0024. FMVSS No. 209 Webbing Abrasion Testing (Group B)

	Year 2 Optional Requirements	<u>10</u>	\$ _____
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0025. Procurement of Test Items

	Year 2 Optional Requirements	<u>40</u>	\$ _____
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Sub-Total Cost* (CLINs 0022 through 0025 at maximum optional requirements) \$ _____

(*Note: total cost shown does not include reimbursement cost of test items purchased by contractor (CPTI)).

Notes:

- The fixed unit price for each test includes all costs associated with conducting the test, issuing the test report, and storing and disposing of the test items in accordance with the requirements of this contract.
- Requirements for the contractor to purchase test items will be provided by the COTR. Each test item purchase shall consist of all required parts for a specific model vehicle seat belt assembly test (see Section C.2.1 and C.2.3). The Contractor shall be reimbursed for the cost of the test items as well as paid a fixed price as listed in the CLIN 0025 above for the procurement task.

M.6.3. For Evaluation Purposes Only

FMVSS No. 209 Compliance Testing Charges

OPTION PERIOD 2 - TWELVE (12) MONTHS (Contract year 3)
 From the end of Option Period 1 through twelve (12) months thereafter

(CONTRACT YEAR 3 PRICING)

<u>LINE ITEM NUMBER</u>	<u>QUANTITY</u>	<u>FIXED UNIT PRICE</u>
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0026. FMVSS No. 209 Hardware & Assembly Performance Testing (Group C)

Year 3 Optional Requirements	<u>20</u>	\$ _____
	<u>40</u>	\$ _____

0027. FMVSS No. 209 Retractor Performance Testing (Group D)

Year 3 Optional Requirements	<u>20</u>	\$ _____
	<u>40</u>	\$ _____

0028. FMVSS No. 209 Webbing Abrasion Testing (Group B)

Year 3 Optional Requirements	<u>10</u>	\$ _____
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0029. Procurement of Test Items

Year 3 Optional Requirements	<u>40</u>	\$ _____
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Sub-Total Cost* (CLINs 0026 through 0029 at maximum optional requirements) \$ _____

(*Note: total cost shown does not include reimbursement cost of test items purchased by contractor (CPTI)).

Notes:

- a. The fixed unit price for each test includes all costs associated with conducting the test, issuing the test report, and storing and disposing of the test items in accordance with the requirements of this contract.
- b. Requirements for the contractor to purchase test items will be provided by the COTR. Each test item purchase shall consist of all required parts for a specific model vehicle seat belt assembly test (see Section C.2.1 and C.2.3). The Contractor shall be reimbursed for the cost of the test items as well as paid a fixed price as listed in the CLIN 0029 above for the procurement task.

M.6.4. For Evaluation Purposes Only

FMVSS No. 209 Compliance Testing Charges

OPTION PERIOD 3 - TWELVE (12) MONTHS (Contract year 4)
From the end of Option Period 2 through twelve (12) months thereafter

(CONTRACT YEAR 4 PRICING)

<u>LINE ITEM NUMBER</u>	<u>QUANTITY</u>	<u>FIXED UNIT PRICE</u>
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0030. FMVSS No. 209 Hardware & Assembly Performance Testing (Group C)

Year 4 Optional Requirements	<u>20</u>	\$ _____
	<u>40</u>	\$ _____

0031. FMVSS No. 209 Retractor Performance Testing (Group D)

Year 4 Optional Requirements	<u>20</u>	\$ _____
	<u>40</u>	\$ _____

0032. FMVSS No. 209 Webbing Abrasion Testing (Group B)

Year 4 Optional Requirements	<u>10</u>	\$ _____
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0033. Procurement of Test Items

Year 4 Optional Requirements	<u>40</u>	\$ _____
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Sub-Total Cost* (CLINs 0030 through 0033 at maximum optional requirements) \$ _____

(*Note: total cost shown does not include reimbursement cost of test items purchased by contractor (CPTI)).

Notes:

- The fixed unit price for each test includes all costs associated with conducting the test, issuing the test report, and storing and disposing of the test items in accordance with the requirements of this contract.
- Requirements for the contractor to purchase test items will be provided by the COTR. Each test item purchase shall consist of all required parts for a specific model vehicle seat belt assembly test (see Section C.2.1 and C.2.3). The Contractor shall be reimbursed for the cost of the test items as well as paid a fixed price as listed in the CLIN 0033 above for the procurement task.

M.6.5. For Evaluation Purposes Only

FMVSS No. 209 Compliance Testing Charges

OPTION PERIOD 4 - TWELVE (12) MONTHS (Contract Year 5)
From the end of Option Period 3 through twelve (12) months thereafter

(CONTRACT YEAR 5 PRICING)

<u>LINE ITEM NUMBER</u>	<u>QUANTITY</u>	<u>FIXED UNIT PRICE</u>
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0034. FMVSS No. 209 Hardware & Assembly Performance Testing (Group C)

Year 5 Optional Requirements	<u>20</u>	\$ _____
	<u>40</u>	\$ _____

0035. FMVSS No. 209 Retractor Performance Testing (Group D)

Year 5 Optional Requirements	<u>20</u>	\$ _____
	<u>40</u>	\$ _____

0036. FMVSS No. 209 Webbing Abrasion Testing (Group B)

Year 5 Optional Requirements	<u>10</u>	\$ _____
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0037. Procurement of Test Items

Year 5 Optional Requirements	<u>40</u>	\$ _____
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Sub-Total Cost* (CLINs 0034 through 0037 at maximum optional requirements) \$ _____

(*Note: total cost shown does not include reimbursement cost of test items purchased by contractor (CPTI)).

Notes:

- The fixed unit price for each test includes all costs associated with conducting the test, issuing the test report, and storing and disposing of the test items in accordance with the requirements of this contract.
- Requirements for the contractor to purchase test items will be provided by the COTR. Each test item purchase shall consist of all required parts for a specific model vehicle seat belt assembly test (see Section C.2.1 and C.2.3). The Contractor shall be reimbursed for the cost of the test items as well as paid a fixed price as listed in the CLIN 0037 above for the procurement task.

M.7.2. For Evaluation Purposes Only

FMVSS No. 218 Compliance Testing Charges

OPTION PERIOD 1 - TWELVE (12) MONTHS (Contract Year 2)
 From the end of Base Period through twelve (12) months thereafter

(CONTRACT YEAR 2 PRICING)

<u>LINE ITEM NUMBER</u>	<u>QUANTITY</u>	<u>FIXED UNIT PRICE</u>
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0041. FMVSS No. 218 Compliance Test

Year 2 Optional Requirements	<u>20</u>	\$ _____
	<u>40</u>	\$ _____
	<u>50</u>	\$ _____

0042. Procurement of Test Items

Year 2 Optional Requirements	<u>40</u>	\$ _____
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Sub-Total Cost* (CLINs 0040 through 0042 at maximum optional requirements) \$ _____

(*Note: total cost shown does not include reimbursement cost of test items purchased by contractor (CPTI)).

Notes:

- a. The fixed unit price for each test includes all costs associated with conducting the test, issuing the test report, providing NHTSA electronic data, and storing and disposing of the test items in accordance with the requirements of this contract.
- b. Requirements for the contractor to purchase test items will be provided by the COTR. Each test item purchase shall consist of all required parts for a specific model motorcycle helmet test (see Sections C.3.1 and C.3.3). The Contractor shall be reimbursed for the cost of the test items as well as paid a fixed price as listed in the CLIN 0042 above for the procurement task.

M.7.3. For Evaluation Purposes Only

FMVSS No. 218 Compliance Testing Charges

OPTION PERIOD 2 - TWELVE (12) MONTHS (Contract year 3)
 From the end of Option Period 1 through twelve (12) months thereafter

(CONTRACT YEAR 3 PRICING)

<u>LINE ITEM NUMBER</u>	<u>QUANTITY</u>	<u>FIXED UNIT PRICE</u>
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0043. FMVSS No. 218 Compliance Test

Year 3 Optional Requirements	<u>20</u>	\$ _____
	<u>40</u>	\$ _____
	<u>50</u>	\$ _____

0044. Procurement of Test Items

Year 3 Optional Requirements	<u>40</u>	\$ _____
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Sub-Total Cost* (CLINs 0043 through 0044 at maximum optional requirements) \$ _____

(*Note: total cost shown does not include reimbursement cost of test items purchased by contractor (CPTI)).

Notes:

- a. The fixed unit price for each test includes all costs associated with conducting the test, issuing the test report, providing NHTSA electronic data, and storing and disposing of the test items in accordance with the requirements of this contract.
- b. Requirements for the contractor to purchase test items will be provided by the COTR. Each test item purchase shall consist of all required parts for a specific model motorcycle helmet test (see Sections C.3.1 and C.3.3). The Contractor shall be reimbursed for the cost of the test items as well as paid a fixed price as listed in the CLIN 0044 above for the procurement task.

M.7.4. For Evaluation Purposes Only

FMVSS No. 218 Compliance Testing Charges

OPTION PERIOD 3 - TWELVE (12) MONTHS (Contract year 4)
 From the end of Option Period 2 through twelve (12) months thereafter

(CONTRACT YEAR 4 PRICING)

<u>LINE ITEM NUMBER</u>	<u>QUANTITY</u>	<u>FIXED UNIT PRICE</u>
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0045. FMVSS No. 218 Compliance Test

Year 4 Optional Requirements	<u>20</u>	\$ _____
	<u>40</u>	\$ _____
	<u>50</u>	\$ _____

0046. Procurement of Test Items

Year 4 Optional Requirements	<u>40</u>	\$ _____
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Sub-Total Cost* (CLINs 0045 through 0046 at maximum optional requirements) \$ _____

(*Note: total cost shown does not include reimbursement cost of test items purchased by contractor (CPTI)).

Notes:

- a. The fixed unit price for each test includes all costs associated with conducting the test, issuing the test report, providing NHTSA electronic data, and storing and disposing of the test items in accordance with the requirements of this contract.
- b. Requirements for the contractor to purchase test items will be provided by the COTR. Each test item purchase shall consist of all required parts for a specific model motorcycle helmet test (see Sections C.3.1 and C.3.3). The Contractor shall be reimbursed for the cost of the test items as well as paid a fixed price as listed in the CLIN 0045 above for the procurement task.

M.7.5. For Evaluation Purposes Only

FMVSS No. 218 Compliance Testing Charges

OPTION PERIOD 4 - TWELVE (12) MONTHS (Contract Year 5)
 From the end of Option Period 3 through twelve (12) months thereafter

(CONTRACT YEAR 5 PRICING)

<u>LINE ITEM NUMBER</u>	<u>QUANTITY</u>	<u>FIXED UNIT PRICE</u>
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0047. FMVSS No. 218 Hardware & Assembly Performance Testing (Group C)

Year 5 Optional Requirements	<u>20</u>	\$ _____
	<u>40</u>	\$ _____
	<u>50</u>	\$ _____

0048. Procurement of Test Items

Year 5 Optional Requirements	<u>40</u>	\$ _____
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Sub-Total Cost* (CLINs 0047 through 0048 at maximum optional requirements) \$ _____

(*Note: total cost shown does not include reimbursement cost of test items purchased by contractor (CPTI)).

Notes:

- a. The fixed unit price for each test includes all costs associated with conducting the test, issuing the test report, providing NHTSA electronic data, and storing and disposing of the test items in accordance with the requirements of this contract.
- b. Requirements for the contractor to purchase test items will be provided by the COTR. Each test item purchase shall consist of all required parts for a specific model motorcycle helmet test (see Sections C.3.1 and C.3.3). The Contractor shall be reimbursed for the cost of the test items as well as paid a fixed price as listed in the CLIN 0048 above for the procurement task.

TOTAL COST SUMMARY

FMVSS No. 206 (M.5.1 through M.5.5)

M.5.1 Base Year (Contract Year 1) Sub-Total at maximum optional quantities \$ _____

M.5.2 Option Year 1 (Contract Year 2) Sub-Total at maximum optional quantities \$ _____

M.5.3 Option Year 2 (Contract Year 3) Sub-Total at maximum optional quantities \$ _____

M.5.4 Option Year 3 (Contract Year 4) Sub-Total at maximum optional quantities \$ _____

M.5.5 Option Year 4 (Contract Year 5) Sub-Total at maximum optional quantities \$ _____

TOTAL*: \$ _____

(*Note: total cost shown does not include reimbursement cost of test items purchased by contractor (CPTI)).

FMVSS No. 209 (M.6.1 through M.6.5)

M.6.1 Base Year (Contract Year 1) Sub-Total at maximum optional quantities \$ _____

M.6.2 Option Year 1 (Contract Year 2) Sub-Total at maximum optional quantities \$ _____

M.6.3 Option Year 2 (Contract Year 3) Sub-Total at maximum optional quantities \$ _____

M.6.4 Option Year 3 (Contract Year 4) Sub-Total at maximum optional quantities \$ _____

M.6.5 Option Year 4 (Contract Year 5) Sub-Total at maximum optional quantities \$ _____

TOTAL*: \$ _____

(*Note: total cost shown does not include reimbursement cost of test items purchased by contractor (CPTI)).

TOTAL COST SUMMARY (Continued)**FMVSS No. 218 (M.7.1 through M.7.5)**

M.7.1 Base Year (Contract Year 1) Sub-Total at maximum optional quantities	\$ _____
M.7.2 Option Year 1 (Contract Year 2) Sub-Total at maximum optional quantities	\$ _____
M.7.3 Option Year 2 (Contract Year 3) Sub-Total at maximum optional quantities	\$ _____
M.7.4 Option Year 3 (Contract Year 4) Sub-Total at maximum optional quantities	\$ _____
M.7.5 Option Year 4 (Contract Year 5) Sub-Total at maximum optional quantities	\$ _____
<u>TOTAL*:</u>	\$ _____

(*Note: total cost shown does not include reimbursement cost of test items purchased by contractor (CPTI)).

Base Year (Contract Year 1)

Sub-Total Cost Base Year (Contract Year 1) (M.5.1, M.6.1, and M.7.1) \$ _____

Option Year 1 (Contract Year 2)

Sub-Total Cost Option Year 1 (Contract Year 2)(M.5.2, M.6.2, and M.7.2) \$ _____

Option Year 2 (Contract Year 3)

Sub-Total Cost Option Year 2 (Contract Year 3) (M.5.3, M.6.3, and M.7.3) \$ _____

Option Year 3 (Contract Year 4)

Sub-Total Cost Option Year 3 (Contract Year 4)(M.5.4, M.6.4, and M.7.4) \$ _____

Option Year 4 (Contract Year 5)

Sub-Total Cost Option Year 4 (Contract Year 5)(M.5.5, M.6.5, and M.7.5) \$ _____

TOTAL*: \$ _____

(*Note: total cost shown does not include reimbursement cost of test items purchased by contractor (CPTI)).

BUSINESS MANAGEMENT INFORMATION

Information regarding the following items shall be furnished in sufficient detail to allow a full and complete **business evaluation**. If any of the following questions are not applicable or there is no answer, place a N/A@ after the question.

- (1) What is your fiscal year period? (Give month to month dates.)
- (2) Attach a current organization chart of the company.
- (3) Have the proposed indirect cost rate(s) been evaluated and accepted by any Government agency?

Yes _____ No _____

If yes, give name, address, and telephone number of the Government agency:

(4) If the answer to (3) is NO:

- (1) Submit data supporting the proposed rates, including a breakdown of the items comprising overhead and G&A, and the base upon which the burdens are computed, and
- (2) Submit a current financial statement, including a balance sheet and a statement of profit and loss for the last completed fiscal year. Specify resources available to perform the contract without assistance from any outside source. If sufficient resources are not available, indicate in your business management proposal the amount required and the anticipated source (i.e., bank loans, letter or lines of credit, etc.).
- (5) If answer to (3) is NO, what was your work distribution for the last two completed fiscal accounting periods?

	<u>FY 05</u>	<u>FY 06</u>
Government cost reimbursement type prime contracts and subcontracts:	\$ _____	\$ _____
Government fixed price prime contracts and subcontracts:	\$ _____	\$ _____
Commercial Sales:	\$ _____	\$ _____
Total Sales:	\$ _____	\$ _____

SECTION L - Supplement 1

(Page 2 of 3)

(6) Has your system of control of Government property been approved by a Government agency? Yes
No

If yes, give name, location, and telephone number of the Government agency:

(7) Does your firm have an established written incentive compensation or bonus plan?
Yes _____ No

(8) Has your cost estimating system been approved by any Government agency?
Yes _____ No

If yes, give name, location, and telephone number of the Government agency:

(9) Has your cost accumulation system been approved by a Government agency?
Yes _____ No

If yes, give name, location, and telephone number of the Government agency:

(10) If the answer to No. 8 and/or 9 is NO, describe your accounting system of estimating and accumulating costs under Government contracts. (Check appropriate blocks).

	<u>Estimated Actual Cost</u>	<u>Standard Cost</u>
Estimating System		
Job Order	[]	[]
Process	[]	[]
Accumulating System		
Job Order	[]	[]
Process	[]	[]

(11) List any Government-furnished property proposed for use in this effort:

Description	Location

If this property is accountable to another Government agency=s contract, provide the contract number, Government agency name, and the Contracting Officer=s name, address and telephone number:

(12) List any contract that was terminated for the convenience of the Government within the past 3 years, and any contract that was terminated for default within the past 5 years. Briefly explain the circumstance in each instance. (Provide attachment, if necessary.)

The Offeror must submit the following documents in hardcopy format: One originally-signed copy of the Standard Form 33; One completed copy (with original signature) of this solicitation’s Section K “Representations, Certifications, and other statements of Offerors.

g. All documents must be received at the address identified on this RFP’s SF-33 block 7 and 8 by the time and date prescribed. The Offeror is solely responsible for the timely submission of the proposal materials discussed in this RFP.