

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES
2. CONTRACT NUMBER	3. SOLICITATION NUMBER	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER	
7. ISSUED BY		CODE	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 \_\_\_\_\_ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in \_\_\_\_\_ until \_\_\_\_\_ local time \_\_\_\_\_ (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	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS
		AREA CODE	NUMBER	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 <i>(See Section I, Clause No. 52.232-8)</i>	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
14. ACKNOWLEDGMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):</i>	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>		
15B. TELEPHONE NUMBER		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>	17. SIGNATURE		18. OFFER DATE
AREA CODE	NUMBER				

**AWARD (To be completed by Government)**

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

## **PART I - THE SCHEDULE**

### **SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**

#### **B.1 SUPPLIES/SERVICES**

The contractor shall furnish all necessary qualified personnel, facilities, materials, supplies, equipment, and services to accomplish the contract's requirements, as stated in Section C and elsewhere in this contract.

#### **B.2 CONTRACT PRICE**

Price Schedules applicable to this contract appear in Section B.3. Those price schedules include the following:

Contract Line Item 0001 "Fishhook Test:" The prices shown are fixed. The unit price for each Fishhook Test depends upon the number of tests ordered at any one time. Unit prices are cited for order quantities of 1 to 10; 11 to 20; 21 to 30; 31 to 40; and 41 to 50. The Fishhook Test covers the cost of personnel, facilities, equipment, supplies, storage, and all other costs (not identified as a separate Contract Line Item) needed to perform the Fishhook Test and provide NHTSA with all the required associated deliverables.

Contract Line Item 0002 "Service / Handling Charge; Vehicle Acquisition." The price is fixed. The unit price represents the **contractor's per vehicle administrative charge** for locating, leasing, shipping, and returning the leased vehicle to the lessor. This price does not include the actual costs incurred and paid by the contractor for leasing and shipping the vehicle.

Contract Line Item 0003 "Lease or Rental Cost of Vehicle." This amount will be fixed at the time the order is placed. The fixed amount will be determined once the COTR notifies the contractor of the type of vehicle(s) needed to be tested and the contractor has received price quotes for the lease of those vehicles. The contractor shall provide those quotes to the COTR. Based on a determination that the quotes are fair and reasonable, the price(s) for "Lease or Rental Cost of Vehicle" will be fixed and cited on each individual Delivery Order.

Contract Line Item 0004 "Shipping Cost." This amount will be fixed at the time the order is placed. The fixed amount will be determined once the COTR notifies the contractor of the type of vehicle(s) needed to be tested and the contractor has received price quotes for the shipment of those vehicles. The contractor shall provide those quotes to the COTR. Based on a determination that the quotes are fair and reasonable, the price(s) for "Shipping Cost" will be fixed and cited on each individual Delivery Order.

Contract Line Item 0005 "Repair Cost." This amount will be fixed and incurred on an "as needed" basis. In the event a vehicle requires repair prior to its return to the lessor, the contractor shall notify the COTR and provide the repair cost along with a justification for the cost. The repair shall be undertaken only after a determination by the CO and COTR that the repair cost is fair and reasonable.

#### **B.3 PRICE SCHEDULES**

**B.3.1 CONTRACT BASE PERIOD**

(From contract award through 12 months thereafter)

<b>CONTRACT LINE ITEM (CLIN)</b>	<b>DESCRIPTION</b>	<b>ORDER QTY</b>	<b>PRICE</b>	<b>UNIT OF ISSUE</b>
0001	Fishhook Test	1-10		Fixed Price Per Test
		11-20		Fixed Price Per Test
		21-30		Fixed Price Per Test
		31-40		Fixed Price Per Test
		41-50		Fixed Price Per Test
0002	Service / Handling Charge; Vehicle Acquisition	1		Fixed Price Per Vehicle
0003	Lease or Rental Cost	1	TBD	Fixed Price Per Vehicle. Amount to be determined prior to award of Delivery Order.
0004	Shipping Cost	1	TBD	Fixed Price Per Vehicle. <i>Amount to be determined prior to award of Delivery Order.</i>
0005	Vehicle Repair (as needed)	1	TBD	Fixed Price Per Repaired Vehicle. <i>Amount to be determined prior to vehicle repair.</i>

**B.3.2 CONTRACT OPTION PERIOD ONE**

(From end of Base Period through 12 months thereafter)

<b>CONTRACT LINE ITEM (CLIN)</b>	<b>DESCRIPTION</b>	<b>ORDER QTY</b>	<b>PRICE</b>	<b>UNIT OF ISSUE</b>
0006	Fishhook Test	1-10		Fixed Price Per Test
		11-20		Fixed Price Per Test
		21-30		Fixed Price Per Test
		31-40		Fixed Price Per Test
		41-50		Fixed Price Per Test
0007	Service / Handling Charge; Vehicle Acquisition	1		Fixed Price Per Vehicle
0008	Lease or Rental Cost	1	TBD	Fixed Price Per Vehicle. Amount to be determined prior to award of Delivery Order.
0009	Shipping Cost	1	TBD	Fixed Price Per Vehicle. <i>Amount to be determined prior to award of Delivery Order.</i>
0010	Vehicle Repair (as needed)	1	TBD	Fixed Price Per Repaired Vehicle. <i>Amount to be determined prior to vehicle repair.</i>

**B.3.3 CONTRACT OPTION PERIOD TWO**

(From end of Option Period 1 through 12 months thereafter)

<b>CONTRACT LINE ITEM (CLIN)</b>	<b>DESCRIPTION</b>	<b>ORDER QTY</b>	<b>PRICE</b>	<b>UNIT OF ISSUE</b>
0011	Fishhook Test	1-10		Fixed Price Per Test
		11-20		Fixed Price Per Test
		21-30		Fixed Price Per Test
		31-40		Fixed Price Per Test
		41-50		Fixed Price Per Test
0012	Service / Handling Charge; Vehicle Acquisition	1		Fixed Price Per Vehicle
0013	Lease or Rental Cost	1	TBD	Fixed Price Per Vehicle. Amount to be determined prior to award of Delivery Order.
0014	Shipping Cost	1	TBD	Fixed Price Per Vehicle. <i>Amount to be determined prior to award of Delivery Order.</i>
0015	Vehicle Repair (as needed)	1	TBD	Fixed Price Per Repaired Vehicle. <i>Amount to be determined prior to vehicle repair.</i>

**B.3.4 CONTRACT OPTION PERIOD THREE**

(From end of Option Period 2 through 12 months thereafter)

<b>CONTRACT LINE ITEM (CLIN)</b>	<b>DESCRIPTION</b>	<b>ORDER QTY</b>	<b>PRICE</b>	<b>UNIT OF ISSUE</b>
0016	Fishhook Test	1-10		Fixed Price Per Test
		11-20		Fixed Price Per Test
		21-30		Fixed Price Per Test
		31-40		Fixed Price Per Test
		41-50		Fixed Price Per Test
0017	Service / Handling Charge; Vehicle Acquisition	1		Fixed Price Per Vehicle
0018	Lease or Rental Cost	1	TBD	Fixed Price Per Vehicle. Amount to be determined prior to award of Delivery Order.
0019	Shipping Cost	1	TBD	Fixed Price Per Vehicle. <i>Amount to be determined prior to award of Delivery Order.</i>
0020	Vehicle Repair (as needed)	1	TBD	Fixed Price Per Repaired Vehicle. <i>Amount to be determined prior to vehicle repair.</i>

**B.3.4 CONTRACT OPTION PERIOD FOUR**

(From end of Option Period 3 through 12 months thereafter)

<b>CONTRACT LINE ITEM (CLIN)</b>	<b>DESCRIPTION</b>	<b>ORDER QTY</b>	<b>PRICE</b>	<b>UNIT OF ISSUE</b>
0021	Fishhook Test	1-10		Fixed Price Per Test
		11-20		Fixed Price Per Test
		21-30		Fixed Price Per Test
		31-40		Fixed Price Per Test
		41-50		Fixed Price Per Test
0022	Service / Handling Charge; Vehicle Acquisition	1		Fixed Price Per Vehicle
0023	Lease or Rental Cost	1	TBD	Fixed Price Per Vehicle. Amount to be determined prior to award of Delivery Order.
0024	Shipping Cost	1	TBD	Fixed Price Per Vehicle. <i>Amount to be determined prior to award of Delivery Order.</i>
0025	Vehicle Repair (as needed)	1	TBD	Fixed Price Per Repaired Vehicle. <i>Amount to be determined prior to vehicle repair.</i>

## **SECTION C - DESCRIPTION/ SPECIFICATIONS/WORK STATEMENT**

### **C.1.0 INTRODUCTION**

This contract will be awarded to conduct dynamic rollover testing under the National Highway Traffic Safety Administration's New Car Assessment Program (NCAP).

### **C.2.0 HISTORY**

NHTSA's NCAP program has been publishing comparative consumer information on frontal crashworthiness of new vehicles since 1979, on side crashworthiness since 1997, and on rollover resistance since January 2001. The testing and associated data collection requirements described in this contract will allow NHTSA to continue the agency's existing rollover resistance rating program in accordance with the requirements of the Transportation Recall Enhancement, Accountability, and Documentation (TREAD) Act of 2000 and recommendations of the National Academy of Sciences (NAS). Initially, a rollover resistance rating was assigned to a vehicle based solely on a vehicle's Static Stability Factor (SSF), which is the ratio of one half its track width to its center of gravity (c.g.) height. Beginning with the 2004 model year, information derived from dynamic rollover testing has been factored in with the SSF in calculations that determine a vehicle's rollover resistance rating.

After soliciting public comments on proposed approaches to dynamic rollover testing and evaluating those approaches, NHTSA, on October 14, 2003, published a Final Policy Statement in the *Federal Register* (68 FR 59250) indicating that a fishhook maneuver test will be used in the agency's dynamic rollover testing and conducted according to a procedure contained in that policy statement. (For reference, the agency's procedure for conducting a fishhook maneuver test appears in the attachment section of this contract.) The Final Policy Statement incorporates recommendations of the NAS, which found that dynamic tests should complement static measures, such as SSF, rather than replace them in developing information for consumers on rollover resistance. The NAS also recommended that NHTSA use logistic regression rather than linear regression for the statistical analysis of the relationship between rollover risk and SSF.

Section 12 of the "Transportation Recall, Enhancement, Accountability and Documentation (TREAD) Act of November 2000" reflects the desire of Congress to supplement SSF with a dynamic stability test using vehicle maneuvers. Congress directed the National Highway Traffic Safety Administration (NHTSA) to "develop a dynamic test on rollovers by motor vehicles for a consumer information program; and carry out a program conducting such tests." NHTSA's New Car Assessment Program (NCAP) Light Vehicle Dynamic Rollover Propensity Test Procedure described in Appendix I was developed as part of NHTSA's effort to fulfill the requirements of the TREAD Act.

Section 10307 of the "Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU)" requires that each new passenger automobile that has been rated under the NHTSA's NCAP must have those ratings displayed on a label on its new vehicle price sticker, known as the Monroney label. NHTSA issued this final rule known as the "Stars on Cars" on September 7, 2006. The rule took effect on November 13, 2006.

### **C.3.0 SCOPE AND PURPOSE**

The overall objective of this contract is to collect information through testing that determines the rollover resistance of new vehicles so that vehicles can be rated in ways that are helpful to consumers.

### **C.3.1 General Test Requirements**

Testing performed under this contract shall be performed in accordance with the Fishhook Maneuver Test Procedure (“test procedure”) (see attachment I). In addition, the Government may provide written clarification to the testing procedure at any time during the contract. In the event of any discrepancy between a direction provided in this contract and what appears in the required fishhook maneuver test procedure, the test procedure (and any written clarifications provided by the government) shall control.

### **C.3.2 Facilities**

The contractor shall meet all facility requirements stated in the fishhook maneuver test procedures (see attachment I).

### **C.3.3 Equipment**

Equipment will fall under one of two categories:

#### **1. Government Supplied Equipment**

The Government will make available to the contractor some of the equipment necessary to conduct the required testing. A complete list of all of the equipment that will be provided by the Government is listed in **Section H.4, Government Furnished Equipment**. All test equipment provided by the Government will display NHTSA control numbers. When the Government Furnished Property is no longer needed for testing, the Contractor shall return it to NHTSA.

#### **2. Contractor Supplied Equipment**

The contractor shall have all other test equipment necessary to complete testing not already provided by the Government.

### **C.3.4 Annual Schedule of Testing of Vehicles**

Testing shall be performed according to an annual schedule that shall be mutually agreed upon by the Government and contractor at the beginning of each year in which a contract based on this contract is in force.

### **C.3.5 Vehicles to be Tested**

The Government shall provide a list of vehicles to be tested in sufficient time for the contractor to obtain vehicles and adhere to the Annual Schedule of Testing Vehicles.

### **C.3.6 Obligations of the Contractor within the Performance of Work**

#### **1. Duty to File Reports of Anomalies Promptly**

The contractor shall report any apparent vehicle safety anomaly to the Government within 48 hours of identifying the anomaly. A safety anomaly is any unexpected, unanticipated situation or condition that is encountered either in preparing a vehicle for dynamic rollover testing or in conducting the testing that raises concerns about the safe operation of the vehicle involved or the safety of vehicle occupants. For a sample anomaly report, see **Attachment III** of this contract.

## **2. Duty to Limit Those Who Witness Testing**

Only contractor personnel, representatives of the Government, and with prior approval from the Government, representatives of vehicle manufacturers and members of the general public shall be allowed to witness testing under this contract. Prior to any scheduled vehicle test, the Government will provide the contractor with a list of the people, if any, it has authorized to witness the test.

### **C.4.0 SPECIFIC REQUIREMENTS**

#### **C.4.1 Task 1– Obtain Test Vehicles**

It shall be the contractor's responsibility to locate and obtain the test vehicles the Government has indicated will be tested for a model year and to schedule the receipt of the test vehicles so that testing will occur according to the schedule mutually agreed upon by the contractor and the Government. The contractor shall be responsible for all aspects of the acquisition and possession of test vehicles.

Unlike the NCAP frontal and side impact tests, the NCAP dynamic rollover tests are non destructive tests. The contractor shall lease or rent the vehicles through dealerships and vehicle acquisition services. The vehicles are instrumented and tested. The tires of the vehicles are replaced with new tires and the vehicle is returned to the dealership or vehicle acquisition service. The period of the lease or rental is usually six weeks. In cases where a failure occurs, the lease is extended until validation testing is done.

Under no circumstances shall the contractor obtain a vehicle directly from the manufacturer unless specifically approved by NHTSA. The contractor shall obtain one of each of the vehicle makes/models selected by the Government for dynamic rollover testing.

Each vehicle shall be new or in as-new condition, which shall mean the vehicle has been driven no more than 500 miles prior to the start of dynamic rollover testing under this statement of work. Vehicles used for testing and data gathering under this statement of work shall continue to be considered new or in as-new condition for the duration of testing conducted provided that they had been driven less than 500 miles when testing began and they are reconditioned according to the Fishhook Maneuver as testing is conducted.

After obtaining a test vehicle, the contractor shall retain that vehicle for the length of time sufficient to complete the applicable testing, data gathering, reporting, and submission of deliverables required under this statement of work for that vehicle. Upon acceptance of all reports and other deliverables required under this statement of work for a specific vehicle, and upon a determination that no additional testing is required, the Government will notify the contractor that no additional testing will be required on the vehicle.

The length of time required to retain a specific vehicle may vary as a result of a number of factors including whether or not the test results for the vehicle are challenged by the vehicle's manufacturer.

#### **C.4.2 Task 2 – Obtain Duplicate Tires and Related Materials**

The contractor shall purchase a set of Original Equipment Manufacturer (OEM) tires for each of the vehicles to be tested. All tires must be new (i.e., date of manufacture less than 6 months old) and of the same make, model, size, and have the same first seven characters of the tire serial number as those installed on the vehicle as OEM. Tire inflation pressures are to be in accordance with the recommendations indicated on each vehicle's identification placard. As testing needs arise, the contractor also may be required to purchase additional tires. The government will reimburse the contractor for the purchase price of tires.

The number of tires that are required to be purchased to conduct testing of a particular vehicle may be reduced in consultation with the Government on a case-by-case basis if circumstances allow for such a reduction.

In addition, the Contractor shall purchase the following materials:

1. Wheel rims (four [4] per vehicle)
2. Inner tubes (four [4] per vehicle)
3. Safety harness
4. Cable ties
5. Tape
6. Steel (outrigger and transducer mount material)
7. Hardware

#### **C.4.3 Task 3 –Dispose of Test Vehicles**

At any time after the contractor has been notified by the Government that a vehicle will no longer be needed for testing, the contractor may terminate the rental or lease agreements involved and return the vehicle to its owner.

#### **C.4.4 Task 4 – Purchase and Maintenance of Test Equipment and Documentation of Test Equipment System**

The Contractor shall maintain all equipment under this contract (whether purchased by the Contractor or provided by the Government) in good working order. The contractor shall document its system for maintaining test equipment and shall provide a copy of this documentation to the Government prior to the start of testing.

#### **C.4.5 Task 5 – Preparation of Each Vehicle for Testing – Tires, Outrigger Installation, Installation of Equipment and Sensors**

The contractor shall assure that the tires on the test vehicle comply with the requirements of the fishhook maneuver test procedure. In nearly all instances, either at the beginning of testing or at various points in the process of testing as described in the test procedure, this will require the contractor to install and break-in new tires according to the requirements of the test procedure.

The contractor shall remove the bumpers from each test vehicle and install safety outriggers as described in the test procedure.

The contractor shall install testing equipment and sensors in each vehicle as described in the fishhook maneuver test procedure. Initial testing shall be conducted without the use of the wheel lift instrumentation. In the event that tip-up is observed, the contractor shall re-run the test with the use of wheel lift instrumentation.

#### **C.4.6 Task 6 – Perform Slowly Increasing Steer Maneuver Test Series for Each Test Vehicle**

For each test vehicle, the contractor shall perform the Slowly Increasing Steer Maneuver test series as described in the fishhook maneuver test procedure to determine the steering that produces a lateral acceleration of 0.3 g.

#### **C.4.7 Task 7 – Perform Fishhook Maneuver Test for Each Test Vehicle, Gather Data**

The contractor shall perform the required fishhook maneuver test for each test vehicle with additional tire changes and break-ins as indicated in the agency's test procedure. The contractor shall record all data from all sensors in accordance with the agency's test procedure.

#### **C.4.8 Task 8 – Lateral Friction Tests**

The contractor shall prepare for and accomplish lateral friction tests. For each test day, test runs shall be accomplished at each of 3 previously determined locations at the contractor's facility. Each run will provide for a minimum of 5 seconds of tire friction at constant normal load, slip angle, and speed in a free rolling condition. The tests shall be accomplished using an ASTM E1136 tire with an inflation pressure of 35 ( $\pm 0.5$ ) psi at a test speed of 40 ( $\pm 0.5$ ) mph. The net slip angle of the test tire during each test run shall be 7.5 deg. The test tire shall be no older than 6 months from the date of manufacture. Use of an individual test tire shall be discontinued when it shows noticeable wear of the tire shoulder. It is estimated that each test tire would be used for 6 test days, with the tire direction reversed (on the rim) after 3 test days.

The final result of the lateral friction tests shall be a friction index for each test location. The contractor also shall provide all other collected data for these tests including any necessary data reduction, plotting and computation of friction measurement. These measurements shall then be added to the report of fishhook tests results for that particular day

#### **C.4.9 Task 9 – Prepare and Submit Deliverables**

The contractor shall prepare and submit to the Government the deliverables as described in the "Deliverables" section of this contract, according to the schedule outlined in that section unless the deliverables and/or the schedule are modified in writing by the Government.

## **SECTION D - PACKAGING AND MARKING**

### **D.1 GENERAL INSTRUCTIONS**

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

Any deliverables required by this contract shall be submitted to the applicable personnel identified in Section F of this contract. Due to increase security concerns, deliverables transmitted via regular U.S. Mail experience significant delay in reaching its intended destination and, as part of the screening process, may be damaged. For these reasons, the US Postal Service should not be used to transmit deliverables. Rather, the contractor is encouraged to use electronic mail to the maximum extent possible.

**D.2 PRINT-READY DELIVERABLES:** For those items that must be ready for printing, the following NHTSA guidelines shall be used:

#### **D.2.1 TEXT**

Text files shall be provided in Microsoft Word format on a CD using the fewest number of formatting tools as possible (i.e. avoid columns, multiple fonts, etc.) Avoid using any design/layout elements. If the publication has charts and graphs, the contractor shall insert the chart or graph (produced preferably in Microsoft Excel) at the appropriate locations in the publication.

#### **D.2.2 CHARTS AND GRAPHS**

Charts and graphs should be provided in 2 forms. First, they should be inserted within the text as described above so that the Communication Services Division can see what type of chart or graph is desired (i.e. pie chart, bar chart, etc.) Second, the contractor should include the data files on a CD (preferable in Microsoft Excel) that were used to create the charts and graphs used in the publication.

#### **D.2.3 ILLUSTRATIONS**

Illustrations can take two forms:

Graphics – The Communication Services Division will develop any needed graphics in collaboration with the TOM and if desired, the TOM's contractor. The Contractors shall provide only the text files in Word to the TOM. In the event that it is necessary for the contractor to develop the graphics, only GPO-approved software such as Adobe Illustrator shall be used.

Photographs – When photos are used in Agency publications, the NHTSA Communication Services Division typically uses existing photos or photos purchased through various sources. In the event the contractor supplies photos for use in a publication, the photos must be high resolution images preferably at 300 dpi (4" by 5" in size) or higher. They shall be supplied on a CD in either a TIF (usually from a photo that was taken, developed, printed and then scanned) or a JPG (usually taken using a digital camera and then downloaded onto a computer or disk) file. NOTE: If the contractor supplies a photograph, a release form must accompany the photo indicating that the human subjects in the photo authorize NHTSA to use the photo in its publications and on its Internet site.

## SECTION E - INSPECTION AND ACCEPTANCE

### E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

The 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 CO will make their full text available. Also, the full text of a clause may be accessed electronically at the address below:

[WWW.ARNET.GOV/FAR](http://WWW.ARNET.GOV/FAR)

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

- X 52.246-3 Inspection of Supplies – Cost Reimbursement (AUG 1984)
- X 52.246-4 Inspection of Services – Fixed Price (AUG 1996)
- X 52.246-15 Certificate of Conformance (APR 1984)
- 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 CO 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. On-time deliveries of delivery schedule items, as well as performance measurements, are critical to acceptable performance under this contract.

## SECTION F - DELIVERIES OR PERFORMANCE

### F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov/far>

NOTE: an “X” indicates Clauses incorporated by reference

X 52.242-15 Stop-Work Order (AUG 1989)

### F.2 PERIOD OF PERFORMANCE

The period of performance of this contract shall be for a base period of one year with four option periods from the effective date of contract award.

#### F.2.1 DEFINITIONS

**Days** as used in this contract refer to **calendar days**. The definition of a calendar day includes working days and non-working days. However, if a due date falls on a weekend or Federal holiday, the due date is automatically extended to the next calendar day that is not a weekend day or Federal holiday. Days are counted beginning with the next full day. For example, if the contractor agrees on March 1 to provide a deliverable “within 30 days,” the deliverable is due no later than March 31, not March 30.

### F.3 DELIVERABLES/MILESTONES

#### a. Delivery Schedule

For each vehicle tested, according to the fishhook maneuver test procedure, the contractor shall submit a draft test report and a final test report.

#### **Draft Test Report**

Each test report shall be delivered to NHTSA in draft form so that it may be circulated for review and comments within the agency. The agency comments will be forwarded to the contractor so that a final report can be prepared that addresses the agency’s comments. Each draft test report shall contain information on the vehicle tested that includes the following:

- Year
- Make
- Model
- VIN
- Body Style and Trim
- Load
- Engine Size and Type
- Transmission Type

- Drive
- Doors
- Fuel (level)
- Optional Equipment
- Tire Type
- Tire Size
- Recommended Inflation Pressure for each of the vehicles' four tires
- Tire pressure of each of the vehicle's four tires (pre- and post-testing for Slowly Increasing Steer maneuver, for dynamic testing, and for each tire change)
- Average Tread Depth for each of the vehicle's four tires (pre- and post-testing)
- Wheelbase
- Vehicle Stability/Control Systems (Yes/no – specify type)
- Mileage at start of testing
- 4-Wheel ABS (Yes/No)
- Power Assist (Yes/No)
- GVWR
- Curb weight of the vehicle – front, rear and total
- Tested weight of the vehicle – front, rear and total

- A brief description of the conditions that existed at the time dynamic rollover testing was conducted for the vehicle involved. This shall include the approximate temperature and wind conditions at the time of the testing.
- A verbal description of the work done in preparation for conducting the dynamic testing of a vehicle as well as a description of the dynamic testing that was conducted. This section may be brief and rely on references to the fishhook maneuver test procedures. The primary purpose of this section of the report is to verify that the testing was carried out in accordance with the fishhook maneuver test procedure.
- Digital video showing the complete testing of each vehicle, including the Slowly Increasing Steer maneuver and the Fishhook Maneuver at each speed for which the vehicle is put through the maneuver. The video shall be divided into segments with each segment preceded by text indicating the vehicle year, the vehicle manufacturer, the vehicle model, any additional clarifying information (i.e. 4x2 or 4x4), the loading of the vehicle, the scalar used, and the steering maneuver that appears on the videotape. The video following this basic information shall include a voice over indicating the speed of the test that is about to be conducted each time a test at a new speed is conducted. The video shall be made from a tripod mounted video camera that is located approximately as indicated in Attachment IV and shall follow the vehicle during its entry onto the vehicle dynamics area until it comes to a full stop at the completion of the test. The video shall also document any unusual conditions that arise during the testing, such as tire debanding or rim/pavement contact.
- A CD containing the data recorded during testing from each of the sensors described in Table I.2 of the Fishhook Maneuver during the Fishhook Maneuvers test procedure.
- Graphs of the data recorded during each test, including any validation tests required by the Fishhook Maneuver Test Procedure if a vehicle tips up. Samples of the graphs that shall be included are in Attachment V of this statement of work.

## Final Test Report

For each vehicle tested, the contractor shall submit a Final Test Report. The Final Test Report shall include any changes submitted to the contractor by the Government based on the Government's review of the Draft Test Report. The Final Test Report shall cover the same subject areas and contain the same elements as those contained in the Draft Test Report.

**b. Milestone Schedule**

<b>Testing and Related Services/ Deliverable Items</b>	<b>Due Date</b>
<b>Invoices</b>	Monthly on the last calendar days of each month
<b>Procurement of test vehicles</b>	First five (5) vehicles within 30 calendar days of contractor's receipt of list of vehicles to be tested for a model year. Thereafter in a manner sufficiently timely to comply with the Government's vehicle testing schedule.
<b>Completion of vehicle testing</b>	Within ten (10) calendar days after first vehicle arrives at test facility and thereafter at a rate of 12 tests per month until completion of all tests on all vehicles contained in the Government's list of vehicles to be tested for the model year. Changes to this schedule, based on weather induced or other unanticipated delays, shall be worked out between the Government and the contractor
<b>Delivery of Draft Test Report for each vehicle</b>	Within 5 calendar days of completion of testing of a vehicle
<b>Draft Test Report COTR Comments</b>	Within 14 calendar days of the delivery of any draft test report for each vehicle, the COTR will provide all necessary comments for inclusion or change back to the contractor
<b>Delivery of Final Test Report for each vehicle</b>	Within 5 calendar days of contractor's receipt of Government's required changes to the Draft Test Report for each vehicle
<b>Anomaly Report</b>	The contractor will contact the Government verbally within 24 hours of identifying a safety anomaly. The written notification, such as the one provided in Attachment III will be provided to the Government no later than 48 hours after identifying a safety anomaly.
<b>Disposition of Test Vehicles</b>	At contractor's discretion following written notification from the Government that no further testing will be required for a particular vehicle

#### F.4 Place of delivery/number of copies

All deliverable items shall be furnished to the following addresses in the number of “electronic” copies specified. Unless otherwise noted, correspondence should be made through email.

<u>Item #</u>	<u>No. Of Copies</u>	<u>Address</u>
All Items	1	TBD NHTSA, Office Code 1200 New Jersey Ave SE, W-5 Washington, DC 20590  202/366-XXXX XXXXXX@dot.gov
Final Reports	1	National Highway Traffic Safety Administration Office of Acquisition Management, NPO-320 Attn: Brian R. Ellis, NHTSA Contracting Officer 1200 New Jersey Ave SE, W-53-411 Washington, DC 20590 Telephone #: 202-366-4843 E-mail: brian.ellis@dot.gov

#### 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 will 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://section508.gov/>) for further information on these requirements.

## SECTION G - CONTRACT ADMINISTRATION DATA

### G.1 SUBMISSION OF INVOICES

- a. The Contractor shall submit one (1) original Invoice monthly to:

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

To expedite the receipt and processing of incoming invoices, the contractor shall include the following:

- Contractor Name
  - Contract Number
  - Invoice Date
  - Invoice Number
  - Number of Hours and labor costs claimed for the period covered by that invoice. The contractor shall indicate the applicable functional categories, the associated hours for the period being billed, the applicable hourly rate and the extended total.
  - Other direct costs incurred during the billing period.
  - Applicable indirect costs.
  - Total cost for that specific invoice.
  - Cumulative value of billings to date.
  - Contract Specialist or Contracting Officer Name, Phone Number and Email Address
  - Contracting Officer's Technical Representative's (COTR) Name
  - Contractor DUNS Number
- b. To be acceptable for payment, each invoice must contain the following certifications:
- (a). The Contractor shall certify that the hours worked and individuals being charged to the Government are correct, and that the dollar amounts invoiced were incurred for the work billed.
  - (b). The COTR will certify that the work was performed during the billing period and that the work is satisfactory.
- c. If an invoice does not comply with these requirements, the Contractor will be notified of the defect within 7 days of the receipt of the invoice.

## G.2 LIMITATION OF FUNDS

- a. The Contractor agrees to perform, or have performed, work up to the point at which the total amount paid and payable by the Government under the Contract approximates but does not exceed the total amount actually allotted by the Government.
- b. The Contractor shall notify the CO in writing whenever it has reason to believe that the costs it expects to incur under this Contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the total amount funded to the Contract by the Government. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the contract.
- c. Sixty days before the end of the performance period specified in the contract, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under this Contract or for any further period so specified (e.g., a delivery order) or otherwise agreed upon, and when the funds will be required.
- d. If, after notification, additional funds are not allotted by the end of the period specified in the contract or another agreed-upon date, upon the Contractor's written request the CO will terminate the Contract on that date in accordance with the provisions of the Termination Clause of this contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the CO may terminate the contract on that later date.
- e. Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause-
  - (1). The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this contract; and
  - (2). The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of the amount funded to the contract by the Government until the CO notifies the Contractor in writing that the amount funded by the Government has been increased and specifies an increased amount, which shall then constitute the total allotted by the Government to this contract.
- f. No notice, communication, or representation in any form other than that specified in subparagraph e.(2) above, or from any other person other than the CO, shall affect the amount funded by the Government to this contract.
- g. When and to the extent that the amount funded by the Government is increased, and if the Contractor incurred costs, at its own financial risk (i.e. contractor continues performance and incurs costs past the point at which the government has funded the contract) then the Government may reimburse the contractor for those allowable costs as if they had been incurred while funding was available *unless* the CO issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.
- h. Modifications shall not be considered an authorization to exceed the Total Ceiling cost of the contract, unless they contain a statement increasing the Total Ceiling Cost.

- i. Nothing in this clause shall affect the right of the Government to terminate this contract in its entirety. If this contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under it.

### **G.3 PAYMENT DUE DATE**

- a. Payments under this contract will be due on the 30<sup>th</sup> calendar day after:
  - (1) The date of actual receipt of proper invoice in the office designated to receive the invoice, or
  - (2) The date the supplies and/or services are accepted by the Government.
- b. The date of the check issued or the date of payment by Electronic Funds Transfer shall be considered to be date payment is made.

### **G.4 INTEREST ON OVERDUE PAYMENTS**

Invoice payments shall be assessed an interest penalty for payment delays in accordance with the provisions of FAR 52.232-25 Prompt Payment (OCT 2003).

### **G.5 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 CO 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 CO in writing of such interpretation within five (5) calendar 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 suggested revisions to the terms of the contract necessary to implement the technical direction.
- c. The CO 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.

**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:

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**G.7 CONTRACTOR'S PROJECT MANAGER**

a. The contractor shall appoint a Project Manager who will be the contractor's authorized supervisor for technical and administrative work performed under the resultant contract. The Project Manager shall provide the single point of contact between the contractors and the NHTSA COTR or other duly authorized representative under the contract.

b. The Project Manager shall receive and execute, on behalf of the contractor, such technical assignment directives as the COTR, or his duly authorized representative, may issue within the terms and conditions of the contract.

**G.8 DELIVERY ORDER FORMAT AND CONTENT**

The delivery order will be a unilateral agreement and consist of a face page and the following information:

NHTSA will submit a list of vehicles to be tested by the contractor and the total price for the required testing, consistent with the price schedules in effect at the time of the order for the quantity of testing required.

NHTSA will indicate a proposed delivery schedule for all vehicle testing included in the order, along with the conditional acceptance method (see **Section E**) to be employed for the order.

The Contractor will contact the Contracting Officer if any exceptions to the terms of the proposed delivery order are made.

This method shall be used for all years, except the first delivery order, in which the contract and initial delivery order shall be executed at the same time of award.

## **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

### **H.1 PRINTING**

The Contractor shall not engage in, nor subcontract for, any printing (as a term is defined in Title I of the Government Printing and Binding Regulations in effect on the effective date of this contract) in connection with the performance of work under this contract. Provided, however, that performance of a requirement under this contract involving the duplication of less than 5,000 units of only one page, or less than 25,000 units in the aggregate of multiple pages, such pages not exceeding the maximum image size of 10-3/4 by 14-1/4 inches, will not be deemed to be printing.

### **H.2 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, as mutually agreed upon with the COTR by the due date, 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 that 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 description of each flowchart.
4. A listing of all program source codes, with sufficient comment to identify important procedures.
5. The source code itself on tape or disc, 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. Databases

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

1. A copy of each database.
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 Layout and Logic Tables

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

### **H.3 CONTRACTOR ACQUIRED PROPERTY**

a. Under this contract, property is considered Contractor Acquired Property (CAP) when the contractor has used contract funds to acquire it for the purpose of performing this contract. The Government retains title to CAP. When CAP is subsequently transferred to another contract, physically or otherwise, it then becomes Government Furnished Property (GFP).

b. The Contractor shall obtain Contracting Officer written consent prior to purchasing any property for the Government's account, in accordance with Subcontracts Clause of this contract.

c. Contractor Acquired Property shall be maintained, utilized, controlled, distributed, and disposed in accordance with Federal Acquisition Regulation (FAR) Part 45, Transportation Acquisition Regulation (TAR) Part 1245, and the Government Property clause of this contract.

d. Evidence of receipt of Contractor Acquired Property is required prior to submission of the Contractor's request for payment for the property.

Evidence of receipt shall be provided in the following manner:

1) One (1) copy of the document(s) evidencing receipt of the property shall be sent to the following address:

DOT, National Highway Traffic Safety Administration  
Office of Financial Management, NPO-330  
1200 New Jersey Avenue, SE, Room W53-403  
Washington, D. C. 20590

2) One (1) copy of the document(s) evidencing receipt of the property, shall be sent to the following address:

DOT, National Highway Traffic Safety Administration  
 Administrative & Management Services, NPO-340  
 1200 New Jersey Avenue, SE, Room W53-429  
 Washington, D. C. 20590  
**Attention:** Industrial Property Management Specialist

**NOTE:** The document(s) evidencing receipt shall also show the value of the property.

e. In accordance with TAR 1245.508, Reports of Government Property, the Contractor shall perform an annual physical inventory to include CAP and shall report the CAP to the Government in accordance with TAR 1245.245-7, Government Property Reports.

#### **H.4 GOVERNMENT FURNISHED PROPERTY (GFP)**

- a. Government Furnished Property (GFP) means property owned or acquired by the Government and subsequently provided to a Contractor for use in the performance of a contract.
- b. Government Furnished Property shall be maintained, utilized, controlled, distributed, and disposed in accordance with Federal Acquisition Regulation (FAR) Part 45, Transportation Acquisition Regulation (TAR) Part 1245, and the Government Property clause of this contract.
- c. In accordance with FAR 45.502-1, Receipts of Government property, evidence of receipt of GFP shall be provided to the Government immediately upon receipt. The document(s) evidencing receipt shall be sent to the following address:

DOT, National Highway Traffic Safety Administration  
 Administrative & Management Services, NPO-340  
 1200 New Jersey Avenue, SE , W53-429  
 Washington, D.C. 20590  
 Attention: Industrial Property Management Specialist

d. In accordance with TAR 1245.508, Reports of Government Property, the Contractor shall perform an annual property physical inventory to include GFP and shall report this GFP to the Government in accordance with TAR1258.245-7, Government Property Reports.

e. The following is a list of all Government Furnished Equipment provided for this contract:

<b>Type</b>	<b>Data Measured</b>	<b>Range</b>	<b>Manufacturer</b>	<b>Model Number</b>
<ul style="list-style-type: none"> <li>•Angle Encoder</li> <li>•Steering controller</li> </ul>	<ul style="list-style-type: none"> <li>•Encoder – Handwheel angle</li> <li>•Controller – provides steering input</li> </ul>	Infinite	Automotive Testing, Inc.	Angle Encoder in integral with Steering Controller

Load cell	Brake Pedal Force	0-300 lbf	GSE Inc.	4351
Multi-axis inertial sensing system	<ul style="list-style-type: none"> <li>•Longitudinal, lateral, and vertical acceleration</li> <li>•Roll, yaw, and pitch rate</li> </ul>	<ul style="list-style-type: none"> <li>•Accelerometers: <math>\pm 2g</math></li> <li>•Angular rate sensors <math>\pm 1000/s</math></li> </ul>	<ul style="list-style-type: none"> <li>•BEI Technologies, Inc.</li> <li>•Systron Donner Inertial Division</li> </ul>	<ul style="list-style-type: none"> <li>•MotionPak Multi-Axis Inertial</li> <li>•Sensing System MP-1</li> </ul>
Ultrasonic distance measuring system	Left and Right Side Vehicle Ride Height	4-40 inches	Massa Products Corp.	M-5000/220kHz
Radar speed sensor	Vehicle speed	0.1-125 mph	B+S Software und Messtechnik GmbH	DRS-6
Analog displacement measuring system (Infrared; 880 mm)	Wheel lift (via resolution of two measure distances spaced a known distance apart)	13.78-33.46 inches	Wenglor Sensors, Ltd.	HT 66MGV80

#### **H.5 TAR 1252.245-70 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.6 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.7 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.8 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.9 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 (1) 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 (1) 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.

#### **H.10 OPTION TO EXTEND THE TERM OF THE CONTRACT**

- 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 of the contract, 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.2 of the Schedule will be modified accordingly to reflect the new contract expiration date.

## 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 an “X” are hereby incorporated by reference.

[www.arnet.gov/far](http://www.arnet.gov/far)

<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)
<u>X</u>	52.217-8	Option to Extend Services (NOV 1999)

**Fill in:** “The Contracting Officer may exercise the option by written notice to the contractor within sixty (60) days of contract completion.”

<u>X</u>	52.219-8	Utilization of Small Business Concerns (MAY 2004)
<u>X</u>	52.219-9	Small Business Subcontracting Plan (APR 2008)
<u>X</u>	52.222-3	Convict Labor (JUN 2003)
<u>X</u>	52.222-21	Prohibition of Segregated Facilities – (FEB 1999)
<u>X</u>	52.222-22	Previous Contracts and Compliance Reports (Feb 1999)
<u>X</u>	52.222-26	Equal Opportunity (MAR 2007)
<u>X</u>	52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans, of the Vietnam Era, and Other Eligible Veterans (SEP 2006)
<u>X</u>	52.222-36	Affirmative Action for Workers with Disabilities (JUN 1998)
<u>X</u>	52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006)
<u>X</u>	52.222-38	Compliance with Veterans’ Employment Reporting Requirements (DEC 2001)
<u>X</u>	52.223-6	Drug-Free Workplace (MAY 2001)
<u>X</u>	52.223-13	Certification of Toxic Chemical Release Reporting (AUG 2003)
<u>X</u>	52.225-5	Trade Agreements (NOV 2007)
<u>X</u>	52.225-13	Restrictions on Certain Foreign Purchases (JUN 2008)
<u>X</u>	52.227-1	Authorization and Consent (JUL 1995)
<u>X</u>	52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)
<u>X</u>	52.227-14	Rights in Data - General (DEC 2007)
<u>X</u>	52.227-17	Rights in Data - Special Works (DEC 2007)
<u>X</u>	52.229-3	Federal, State, and Local Taxes (APR 2003)
<u>X</u>	52.230-2	Cost Accounting Standards (APR 1998)

<u>X</u>	52.232-1	Payments (APR 1984)
<u>X</u>	52.232-8	Discounts for Prompt Payment (FEB 2002)
<u>X</u>	52.232-9	Limitation on Withholding of Payments (APR 1984)
<u>X</u>	52.232-11	Extras (APR 1984)
<u>X</u>	52.232-17	Interest (JUN 1996)
<u>X</u>	52.232-23	Assignment of Claims (JAN 1986)
<u>X</u>	52.232-25	Prompt Payment (OCT 2003)
<u>X</u>	52.232-33	Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003)
<u>X</u>	52.233-1	Disputes (JULY 2002)
<u>X</u>	52.233-2	Service of Protest (SEPT 2006)
<u>X</u>	52.233-3	Protest After Award (AUG 1996)
<u>X</u>	52.233-4	Applicable Law for Breach of Contract Claim (OCT 2004)
<u>X</u>	52.237-3	Continuity of Services (JAN 1991)
<u>X</u>	52.242-1	Notice of Intent to Disallow Costs (APR 1984)
<u>X</u>	52.242-13	Bankruptcy (JUL 1995)
<u>X</u>	52.243-1	Changes - Fixed Price (AUG 1987) <u>X</u> Alternate II (APR 1984)
<u>X</u>	52.243-2	Changes – Cost Reimbursement (AUG 1987) <u>X</u> Alternate II (APR 1984)
<u>X</u>	52.244-2	Subcontracts (JUN 2007)
<u>X</u>	52.244-6	Subcontracts for Commercial Items (MAR 2007)
<u>X</u>	52.245-1	Government Property (JUN 2007)
<u>X</u>	52.246-23	Limitation of Liability (FEB 1997)
<u>X</u>	52.246-25	Limitation of Liability--Services (FEB 1997)
<u>X</u>	52.248-1	Value Engineering (FEB 2000)

<u>X</u>	52.249-2	Termination for Convenience of the Government (Fixed-Price) (MAY 2004)
<u>X</u>	52.249-6	Termination – Cost Reimbursement (APR 1984)
<u>X</u>	52.249-8	Default (Fixed Price Supply and Service) (APR 1984)

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

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

	<u>Clause Number</u>	<u>Title and Date</u>
<u>X</u>	1252.237-70	Qualifications of Contract Employees (OCT 1994)
<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 PROVIDED 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)**

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

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

This Solicitation and resultant Contract incorporate the following Department of Transportation (DOT) Clause provided in full text:

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

In accordance with Executive Order 13043, the recipient of this award 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. Information on how to implement such a program, or statistics on the potential benefits and cost-savings to companies or organizations, can be found in the Buckle up America section on NHTSA's website at [www.nhtsa.dot.gov](http://www.nhtsa.dot.gov). Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in Washington, D.C. dedicated to improving

the traffic safety practices of employers and employees. NETS are prepared to help with technical assistance, a simple, user-friendly program kit, and an award for achieving the goal of 85 percent seat belt use. NETS can be contacted at 1 (888) 221-0045 or visit its website at [www.trafficsafety.org](http://www.trafficsafety.org).

#### **I.5 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 **TBD at contract award.**

(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.6 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 five years and six calendar months after award of this contract.**

**(End of clause)**

**PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

**SECTION J**

**Attachment  
Number**

**Attachment**

Attachment I	Fishhook Maneuver Test Procedure
Attachment II	Anomaly Report
Attachment III	Location of Video Camera for Video Taping of Dynamic Rollover Testing
Attachment IV	Samples of Graphs to Be Included In Report of Dynamic Rollover Testing

**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**. Additional work also falls under NAICS Codes

(2) The small business size standard is N/A.

(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 not limited in their number of 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:

- |   |   |
|---|---|
| <input type="checkbox"/> Small Disadvantaged Business | <input type="checkbox"/> Other Non-Profit Organization  |
| <input type="checkbox"/> Other Small Business         | <input type="checkbox"/> State/Local Govt - Education   |
| <input type="checkbox"/> Large Business               | <input type="checkbox"/> State/Local Govt - Hospital    |
| <input type="checkbox"/> JWOD                         | <input type="checkbox"/> Other State/Local Government   |
| <input type="checkbox"/> Nonprofit Educational Org.   | <input type="checkbox"/> Foreign Contractor             |
| <input type="checkbox"/> Nonprofit Hospital           | <input type="checkbox"/> Domestic Contractor Performing |
| <input type="checkbox"/> Women-Owned Business         | <input type="checkbox"/> Outside US                     |

\_\_\_\_\_ Historically Black College/Univ.

\_\_\_\_\_ Veteran-Owned Small Business  
Concern

\_\_\_\_\_ Minority Institution

\_\_\_\_\_ 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. OTHER COMMUNICATIONS

To facilitate other communications, please provide your organizational e-mail address and FAX number(s):

\_\_\_\_\_

**SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS****INDEX**

PARA	CLAUSE NUMBER	CLAUSE TITLE
L.1	FAR 52.252-1	Solicitation Provisions Incorporated by Reference (FEB 1998)
L.2	FAR 52.216-1	Type of Contract (APR 1984)
L.3	FAR 52.215-16	Facilities Capital Cost of Money (OCT 1997)
L.4	FAR 52.233-2	Service of Protest ( SEP 2006 )
L.5		Demonstration Tests
L.6		General Information
L.7		Special Notes
L.8		Proposal Submission
L.9		Technical Proposal Instructions
L.10		Business Management Proposal Instructions
L.11	FAR 52.204-6	Data Universal Numbering System (DUNS) Number (APR 2008)

Section L - Supplement 1 - Business Management Information Sheets

NOTE: THE SUPPLEMENTS SHOWN ARE ENCLOSED FOLLOWING SECTION M.

**L.1 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://acqnet.gov/far/>

NOTE: Provisions Incorporated By Reference (**IBR**) are indicated by an "X".

<b>IBR</b>	<b>PROVISION NUMBER</b>	<b>PROVISION TITLE</b>
X	FAR 52.215-1	Instructions to Offerors—Competitive Acquisitions (JAN 2004)

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

The Government contemplates award of an Indefinite Delivery, Indefinite Quantity Contract. The contract will include firm-fixed prices for the following: Handling charge for Acquisition of Test Vehicle; Testing; Vehicle Storage. The contract will include cost-reimbursement for the following: Vehicle Lease; Shipment of Vehicle; Repair to Vehicle (as needed.)

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

a. Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in subparagraph 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.

**L.4 FAR 52.233-2 SERVICE OF PROTEST (SEP 2006)**

a. Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from :

Ross Jeffries  
 Director, Office of Acquisition Management  
 National Highway Traffic Safety Administration  
 Office of Acquisition Management  
 1200 New Jersey Avenue S. E., Room, W51-306  
 Washington, D.C. 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.5 DEMONSTRATION TEST**

The Government may require the Offeror to conduct a demonstration test at the Offeror's expense using the same facility, techniques and personnel the contractor proposes to use in the performance of the contract. A DEMONSTRATION TEST SHALL BE CONDUCTED WITHIN TEN (10) DAYS OF THE CONTRACTING OFFICER'S DIRECTION TO PROCEED WITH THE TEST.

NOTE: SHOULD A DEMONSTRATION TEST BECOME NECESSARY, THE OFFEROR SHALL BE RESPONSIBLE FOR ALL EQUIPMENT (except for GFE) NECESSARY TO PERFORM THE TEST, INCLUDING BUT NOT LIMITED TO PROVIDING CALIBRATIONS, INSTRUMENTATION AND THE VEHICLES (NEW OR USED).

#### **L.6 GENERAL INFORMATION**

a. Small Business Set-Aside

- (1) This requirement  is  is not a 100 percent small business set-aside.  
 (2) For the purpose of this solicitation, the small business size standard is \$11 million dollars.  
 (3) The North American Industrial Code System (NAICS) 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:

c. Government Staffing Estimate

The Government's estimate of scientific and technical staffing for this project is approximately N/A hours. This information is advisory and is not to be considered as the sole basis for the development of your staffing plans.

d. 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. The contractor shall have all necessary facilities to conduct the testing in place at time of proposal.

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.

f. Submission and receipt of proposals

The offeror assumes full responsibility for ensuring that the offer or proposal package is received at the designated place (Department of Transportation, National Highway Traffic Safety Administration, Office of Acquisition Management, 1200 New Jersey Avenue S. E., W51-115 Washington, D.C. 20590.) by the designated time. Offerors that provide hand-carried proposals or proposals sent by courier are informed that the building is a secure building and all packages and personnel must follow security procedures prior to admittance of personnel or delivery of packages to internal offices within the building. Offeror must allow sufficient time to permit a timely submission.

## L.7 SPECIAL NOTICES

Questions concerning this Solicitation shall be in writing to Brian Ellis, Contract Specialist, by no later than **2:00pm, August 15, 2008**. Any and all such questions must be in writing and submitted electronically, via e-mail, to Brian Ellis at the following address: [brian.ellis@dot.gov](mailto:brian.ellis@dot.gov). No telephone requests, please. Questions and answers will be available on website [www.fedbizopps.gov](http://www.fedbizopps.gov) under the Solicitation Number DTNH22-08-R-00134, entitled: "Questions and Answers", by no later than **4:00pm, August 26, 2008**.

Offerors shall acknowledge receipt of amendments, if any, to the Solicitation. Accordingly, offerors should pay attention to Block 14, Acknowledgement of Amendments, of Standard Form 33, Offer and Award, for guidance in complying with this requirement.

## L.8 PROPOSAL SUBMISSIONS

All proposals (offers) shall be submitted in the quantities shown below:

- a. Standard Form 33 - 1 copy unbound; with original signature must be completed and submitted as a part of your proposal. Submit only one copy.
- b. Technical Proposal - 5 copies on CD ROM - NOTE: The Technical Proposal shall be separated from the Business Management Proposal; no cost information shall be included or referenced in the Technical Proposal. The Technical Proposal shall be submitted in PDF, Microsoft Word, Microsoft Excel, or a combination of these formats on compact discs (CD).
- c. Business Management Proposal - 5 copies on CD ROM of the Price Schedules, (Sections B.3 through B.5), Business Management Information (Section L Supplement 1), and Price Evaluation Sheets (Section M.5 – For Evaluation Only). These shall be submitted in PDF, Microsoft Word,

Microsoft Excel, or a combination of these formats on compact discs (CD); however, Price Schedules must be submitted in Excel Format.

d. Waiver of Price Evaluation Adjustments/Preferences – If 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.

e. 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.

f. 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.9 TECHNICAL PROPOSAL INSTRUCTIONS**

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: (i) Table of Contents, (ii) Technical Capability and Management Plan; (iii) Similar Experience and Past Performance.

### **i. 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.

### **ii. TECHNICAL CAPABILITY AND MANAGEMENT PLAN (See M.2.1)**

The offeror must provide evidence (e.g. photographic) that it possesses (at time of proposal submission) the test facilities required to meet the demands of the statement of work, (including test track, use of skid trailer to test pavement surfaces on day of test, steering controllers, test data acquisition and processing system, various size outriggers and photographic cameras.) All required facilities, including vehicle preparation, instrumentation calibration, etc., shall be located close by. No subcontracts are allowed to perform the work. Description of the facilities shall include how long the facilities have been in operation, frequency and method of maintenance, and the level/accuracy of the control. The offeror also shall provide information on its methods and ability to calibrate instrumentation necessary for data collection under the effort.

a. In describing the test facilities, the offeror must, at the very least, provide sufficient information to allow the government to make a determination if the facilities are suitable and available. In doing so, the offeror must provide:

- Description of the offeror’s test facility (including test track) proposed to be used for testing.
- Documentation of the coefficient of friction of the test facility.
- Information detailing the average maximum and minimum temperatures as well as average precipitation (identify rain and snow separately) for each of the 52 weeks in the year.
- Information on equipment available to perform the tests. Also any equipment that has to be fabricated, purchased or rented.
- Description of the skid trailer.

- Information on the data acquisition system to include description of the method used to collect, analyze and display data. Also include method used to calibrate equipment.
- Description of photographic equipment including lens, speed, etc.
- Description of measuring devices to weigh vehicles (as delivered, fully loaded, and as tested).
- Description of the facility to be used for vehicle prep.
- Description of vehicle storage facility (to include description of measures used to ensure vehicles are kept secure.)

b. The organizational and management structure and key personnel responsible for the conduct of the testing program must be provided. Key personnel assignments, e.g., program manager, project engineer/manager, instrumentation and data processing engineers and technicians need to be identified. In doing so, provide the following information:

- Education and test experience of personnel assigned to the vehicle test program.
- Project manager and project engineer to be assigned and who are singularly responsible for the conduct of the vehicle test program.
- Organizational chart of the offeror.
- The number of personnel assigned to the program in the following areas:
  - (1) Test vehicle inspection and preparations.
  - (2) Test equipment maintenance and calibration
  - (3) Test data acquisition, reduction, and processing.
  - (4) Photographic
  - (5) Dynamic Vehicle Testing
  - (6) Final test report preparation

c. Full-scale vehicle testing is complex which not only encompasses the test itself, but also requires that the offeror acquire the specific vehicles to be tested. This acquisition process includes: Locating, leasing, shipping, storing, repairing (as necessary), and returning the vehicle to either the lessor or to another location specified by the COTR. The offeror's proposal shall include a description of its plan to ensure these actions will be performed within the timeframe stipulated in Section F of this RFP as well as ensure that the government receives these services in the most economical way possible.

For evaluation purposes only (i.e. the following is a hypothetical requirement only and does not represent a known current or future requirement) the offeror shall describe its plan to locate, lease, ship, and return the following test vehicle to the lessor: 2009 Kia Soul SUV. This plan shall not cite any related costs.

d. Conducting these tests properly, requires the expertise and support of various engineering disciplines, including mechanical, electrical and electronic, and with the support of proper instrumentation. The offeror must have a clear idea of what is involved and the ability to understand each individual element that forms a total test. The technical proposal must address:

- Test Equipment setup;
- The reasons why the tests are required and the objectives of the tests;
- A description of the vehicle test methodology.

e. As part of the proposal the offeror shall submit a detailed Quality Assurance and Quality Control (QA/QC) program plan it intends to use if awarded this contract. A QA/QC program plan is a qualitative description of the offeror's capability and commitment to providing high-quality services. 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 objective, identifies the critical measurements to be performed, and outlines, in detail, the various QA/QC activities to be conducted for the required tests. 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. In responding to this section, the Offeror shall provide:

- A written QA/QC program plan in effect for the last 3 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.
- A written QA/QC project plan for tests required under this contract. Include check sheets and data sheets, and describe any QA/QC review process which applies to these sheets.
- 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 plan. Briefly describe his/her position, background, experience and function in the organization.

### **iii. SIMILAR EXPERIENCE / PAST PERFORMANCE (See M.2.2)**

- a. In identifying and discussing Similar Experience, the offeror shall address the following:
  - Experience in vehicle surface calibration testing.
  - Experience in preparing test vehicles.
  - Experience in conducting light vehicle (less than 10,000 pounds GVWR) dynamic tests
  - Experience in acquisition, reduction, and processing of test data
  - Experience in vehicle test photography and lighting
  - Experience in final test report preparation
  - A description of test programs (within the last 3 years) similar to work outlined in the Statement of Work. Include the name, address and telephone of the customer contact for the above testing.
- b. In assessing the past performance of the offeror, the offeror shall provide the following information:
  - A copy of the report written for the latest test performed.
  - Provide information on its most recent three tests similar to that identified in the Statement of Work. Provide the scheduled start and completion dates compared to the actual start and completion dates.
  - 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 the future.

A list of at least three past customers who can attest to the quality of work your company provided to them. Please provide POC names, addresses, phone number and/or e-mail address, name of the customer's organization, date or dates on which services were provided, and any information that can identify the contract or contracts on which those services were provided.

## **L.10 BUSINESS MANAGEMENT PROPOSAL INSTRUCTIONS**

### **a. Contract Pricing Proposal**

Offerors are instructed to prepare their price proposals in sufficient detail to permit thorough and complete evaluation by the Government. If other divisions, subsidiaries, parent or affiliated companies are proposed to perform work or furnish materials, provide the name and location of such affiliates and your intercompany pricing policy.

Complete and attach Section B, Price Schedules with pricing information. Further, pricing data for evaluation purposes shall be provided by completing the Price Evaluation Worksheets contained in Section M.7.

**b. Business Management Information**

1. Offerors are instructed to complete the Business Management Information sheets as contained in Section L supplement, and provide sufficient detail to allow a full and complete business evaluation.

2. Provide a list of any contract, regardless of dollar value that was terminated for the convenience of the Government within the past three years or any contract, regardless of dollar value, that was terminated for default within the past five years. Identify the agency, the contract number, and a point of contact (including telephone number). Briefly explain the circumstances in each instance.

**L.11 Data Universal Numbering System (DUNS) Number (APR 2008)**

(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 Dun 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 concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) Via the internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun 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).
- (End of Provision)**

## 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.

##### PHASE ONE

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

##### PHASE TWO

Evaluation of Price Proposals – The Government will evaluate the offeror's proposed price for relative reasonableness by means of price analysis, as prescribed in FAR 15.404-1 (b)(1), Price Analysis, and FAR 15.403-1(c)(1), Adequate Price Competition. 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 technically acceptable technical proposals, combined with their price 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 DISCUSSION, IN ACCORDANCE WITH FAR 52.215-1, INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITION.**

C. The Evaluation Factors set forth in M.2 will be used in evaluating technical proposals. Further guidance is provided in Section L - Instructions, Conditions and Notices to Offerors. Technical considerations are primary. Price will not be accorded any specific numerical rating. If there are no significant technical proposal differences, price 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 resulting from this solicitation will be awarded to that responsible offeror whose offer, conforming to the solicitation, 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 15.3, Source Selection.

## **M.2 EVALUATION FACTORS:**

Evaluation of all offers will be made in accordance with the criteria outlined in this section. The proposals will be evaluated against the following three (3) factors.:

Factor 1	Technical Capability and Management Plan
Factor 2	Similar Experience / Past Performance.
Factor 3	Price

Factors 1 through 2 are referred to as the Technical Factors. Factor 3 is a Price factor that will be evaluated separately and applied in the determination of best value.

The rated technical evaluation criteria are more important than price. As relative technical advantages and disadvantages become less distinct, differences in price between proposals are of increased importance in determining the most advantageous proposal. Conversely, as differences in price become less distinct, differences in relative technical advantages and disadvantages between proposals are of increased importance to the determination.

## **M.3 TECHNICAL EVALUATION**

### **M.3.1 Relative Order of Importance of Technical Factors**

Technical Proposals will be evaluated and the prospective Contractor will be selected based principally on the following criteria listed in order of descending importance.

Technical Capability and Management Plan  
Similar Experience / Past Performance

### **M.3.2 Description of Technical Factors**

Detailed descriptions of the evaluation factors are provided below:

**M.3.1 Factor 1. Technical Capability and Management Plan.** The offeror will be evaluated on its capability to fulfill all the technical requirements of this contract. In particular, the offeror's proposal will be evaluated on the following:

- The suitability and availability of the proposed facilities to provide year-round (i.e. 12 months of the year) testing without interruption.
- The suitability and availability of proposed personnel, supplies, and equipment (other than those items identified in this RFP as being "Government Furnished") to provide the required services correctly and within the timeframe specified in Section F of this Solicitation.

- The soundness of the offeror's Quality Assurance / Quality Control Program and Project Plans so that, when applied to this RFP's requirements, will result in testing results which are accurate and reliable.
- The soundness of the offeror's plan for the lease, shipment, storage, and repair (if needed) of test vehicles to ensure that the correct vehicle is acquired and tested within the timeframe specified in the RFP and that the vehicle is returned in a condition found acceptable to the lessor. The offeror's plan for ensuring test vehicles are located, leased, shipped, stored, and repaired (as needed) under terms and conditions that are most economical to the government will also be evaluated. .

**M.3.2 Factor 2. Similar Experience / Past Performance.** In this factor, the sub-factors Similar Experience and Past Experience are of equal importance.

#### **A. Similar Experience**

- a). This subfactor will be evaluated on the basis of the offeror's relevant experience during the last three (3) years. The Government will determine whether the offeror's experience, including the planning and implementation, on contracts is similar in size, scope, and complexity to this RFP. Similar experience from current or previous contracts will be compared with the scope of work for this RFP as outlined in Section C.
- b). The information presented in the offeror's proposal, together with information from any other sources available to the Government, will provide the primary input for evaluation of this factor. The Government reserves the right to verify the specifics of current or previous contracts described in the offeror's proposal.

#### **B. Past Performance**

- a) Evaluation of past performance will allow the Government to determine whether the offeror consistently delivered quality services in a timely manner. Past performance will be evaluated for contracts performed by the offeror during the last three (3) years consistent with the size, scope and complexity of this RFP. The Government may contact references provided by the offeror as well as other relevant individuals. The Government may obtain additional information on past performance from other sources such as government past performance databases, Inspector General reports, and Government Accountability Office (GAO) reports.
- b) In general, past performance will be evaluated on the extent of client satisfaction with previous performance of the offeror; the offeror's effectiveness in managing and directing resources (human, material, financial); the offeror's demonstration of reasonable and cooperative behavior in dealing with clients; the offeror's quality performed services; the offeror's ability to manage contract activities; and the offeror's effectiveness in meeting schedules in providing services and products.
- c) If the Government receives, from a given offeror, no Past Performance references or irrelevant contract information, the offeror will receive a neutral Past Performance evaluation rating. If, on the other hand, the offeror does have a history of past performance, and that record is poor, then the offeror will receive an overall poor grade for this factor.

### **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 (except flammability testing) 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 BASIS FOR AWARD**

The Government will make an award to the offeror whose technical proposal, when combined with its cost proposal, represents the best value to the government. For this solicitation, the technical portion of the proposal is more important than cost or price. The Government will consider other factors, to include the small business and small disadvantaged business subcontracting plan, secondary to both technical quality and cost or price.

#### **M.6 EVALUATED PRICE CALCULATION**

For the purpose of evaluating the estimated total price proposed by each offeror, offerors shall complete the worksheets in Section M.7 and shall include the worksheets as part of its price proposal.. The total price for the base year and all options will be added for the purpose of evaluating each offeror for award. Evaluation of the option years will not obligate the Government to exercise the options. The offeror shall also complete this solicitation's price schedule appearing in Part B.

The following instructions apply to the price schedules, Part M.7 of this RFP:

**For Contract Line Items (CLIN) 0001, 0006, 0011, 0016, and 0021:** In the column titled "Fixed Unit Price" the offeror shall list its per-test price if the government places an order for 1 test, 15 tests, 25 tests, 35 tests and 45 tests. The offeror shall then multiply each number listed in the "QTY" column by its corresponding "Fixed Unit Price" to arrive at the "Total Extended Price."

**For Contract Line Items (CLIN) 0002, 0007, 0012, 0017, and 0022:** In the column titled "Fixed Unit Price" the offeror shall enter its per-vehicle service/handling charge for acquiring the vehicle. This price should be the same as the unit prices included in this RFP's Section B.3 for CLINs 0002, 0007, 0012, 0017, and 0022. The offeror shall then multiply each per-vehicle price by the number listed in the "QTY" column to arrive at the "Total Extended Price."

The Offeror shall add all "Total Extended Prices" listed for each Price Schedule and enter that number in the row titled "TOTAL."

The Offeror shall then enter each corresponding "TOTAL" into the Price Schedule located at M.6.6 to arrive at a Total Evaluated Price.

**M.7 FOR EVALUATION PURPOSES ONLY****M.7.1 BASE YEAR**

Contract Line Items (CLINs)	Test Item	QTY	Fixed Unit Price	Total Extended Price (\$)
0001	Fishhook Test	1	\$	\$
		15	\$	\$
		25	\$	\$
		35	\$	\$
		45	\$	\$
0002	Service / Handling Charge; Vehicle Acquisition	121	\$	\$
	<b>TOTAL</b>			<b>\$</b>

**M.7.2 OPTION YEAR 1**

Contract Line Items (CLINs)	Test Item	QTY	Fixed Unit Price	Total Extended Price (\$)
0006	Fishhook Test	1	\$	\$
		15	\$	\$
		25	\$	\$
		35	\$	\$
		45	\$	\$
0007	Service / Handling Charge; Vehicle Acquisition	121	\$	\$
	<b>TOTAL</b>			<b>\$</b>

**M.7.3 OPTION YEAR 2**

Contract Line Items (CLINs)	Test Item	QTY	Fixed Unit Price	Total Extended Price (\$)
0011	Fishhook Test	1	\$	\$
		15	\$	\$
		25	\$	\$
		35	\$	\$
		45	\$	\$
0012	Service / Handling Charge; Vehicle Acquisition	121	\$	\$
	<b>TOTAL</b>			<b>\$</b>

**M.7.4 OPTION YEAR 3**

Contract Line Items (CLINs)	Test Item	QTY	Fixed Unit Price	Total Extended Price (\$)
0016	Fishhook Test	1	\$	\$
		15	\$	\$
		25	\$	\$
		35	\$	\$
		45	\$	\$
0017	Service / Handling Charge; Vehicle Acquisition	121	\$	\$
	<b>TOTAL</b>			<b>\$</b>

**M.7.5 OPTION YEAR 4**

Contract Line Items (CLINs)	Test Item	QTY	Fixed Unit Price	Total Extended Price (\$)
0021	Fishhook Test	1	\$	\$
		15	\$	\$
		25	\$	\$
		35	\$	\$
		45	\$	\$
0022	Service / Handling Charge; Vehicle Acquisition	121	\$	\$
	<b>TOTAL</b>			\$

**M.7.6**

**TOTAL PRICE - BASE YEAR**     \$ \_\_\_\_\_

**TOTAL PRICE – OPTION PERIOD 1 – YEAR 1**     \$ \_\_\_\_\_

**TOTAL PRICE – OPTION PERIOD 1 – YEAR 2**     \$ \_\_\_\_\_

**TOTAL PRICE – OPTION PERIOD 2 – YEAR 1**     \$ \_\_\_\_\_

**TOTAL PRICE – OPTION PERIOD 2 – YEAR 2**     \$ \_\_\_\_\_

**GRAND TOTAL**     \$ \_\_\_\_\_