

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER		PAGE OF 1 38					
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER DTNH22-08-R-00175		6. SOLICITATION ISSUE DATE 07/18/2008				
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Terry McBee			b. TELEPHONE NUMBER <i>(No collect calls)</i> 202-366-3998		8. OFFER DUE DATE/LOCAL TIME 08/18/2008 1700 ET				
9. ISSUED BY Office of Acquisition Management DOT/NHTSA/NPO-320 1200 New Jersey Avenue, SE Washington, DC 20590				CODE NPO-320	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS NAICS: 541720 <input type="checkbox"/> HUBZONE SMALL BUSINESS SIZE STANDARD: \$6.50 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)						
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS			13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING				
15. DELIVER TO		CODE	16. ADMINISTERED BY Terry McBee 202-366-9560 DOT/NHTSA/NPO-320 Office of Acquisition Management 1200 New Jersey Avenue, SE Washington DC 20590			CODE MCBEE					
17a. CONTRACTOR/OFFEROR		CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY			CODE				
TELEPHONE NO.				17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT			
(Use Reverse and/or Attach Additional Sheets as Necessary)											
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT <i>(For Govt. Use Only)</i>					
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDEND <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED											
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED											
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>4</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.					29. AWARD OF CONTRACT REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: <input type="checkbox"/>						
30a. SIGNATURE OF OFFEROR/CONTRACTOR					31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)						
30b. NAME AND TITLE OF SIGNER <i>(Type or print)</i>			30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER <i>(Type or print)</i> Earnest Jenkins		31c. DATE SIGNED					

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN RECEIVED INSPECTED NOTED: _____ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____ 32c. DATE _____ 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____ 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____
 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____

33. SHIP NUMBER _____ 34. VOUCHER NUMBER _____ 35. AMOUNT VERIFIED CORRECT FOR _____ 36. PAYMENT COMPLETE PARTIAL FINAL _____ 37. CHECK NUMBER _____
 PARTIAL FINAL

38. S/R ACCOUNT NUMBER _____ 39. S/R VOUCHER NUMBER _____ 40. PAID BY _____

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT _____ 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER _____ 41c. DATE _____ 42a. RECEIVED BY (*Print*) _____
 42b. RECEIVED AT (*Location*) _____
 42c. DATE REC'D (*YY/MM/DD*) _____ 42d. TOTAL CONTAINERS _____

Section B. – SUPPLIES OR SERVICES AND PRICES/COSTS

B.1. SUPPLIES /SERVICES

B.1.1. The contractor shall furnish the necessary qualified personnel, facilities, materials, supplies, equipment, and service to perform a Firm-Fixed Priced Contract on a Time and Materials basis in accordance with the Statement of Work, Section C, and other terms and condition of the contract. All support services provided to the Government shall be performed by Contractor employees or personnel other wise retained by the Contractor to fulfill specific work requirements of this contract.

B.2. PRICE SCHEDULE DEFINITIONS AND SPECIAL PROVISIONS

B.2.1. “Loaded Hourly Labor Rates”

As used in this contract, “Loaded Hourly Labor Rates” are composed of the hourly rates paid to an individual (“Base Rate”) within a specific Labor Category plus merit and or cost of living increases if applicable plus indirect costs such as Fringe Benefits, Overhead, Facilities Capital Cost of Money (FCCM), General and Administration (G&A) and Fee or Profit. Those cost elements which apply to Loaded Hourly Labor Rates shall be negotiated and fixed at time of contract award and shall remain fixed for the entire term of the contract (to include Option Year.)

B.2.2. “Regular Loaded Hourly Labor Rates”

Regular Loaded Hourly Labor Rates” reflect rates paid to a Contractor’s or Sub-Contractor’s employee for work performed during the employee’s normal workweek (generally 40 hours per workweek).

B.2.3. “Overtime”

Overtime is defined as hours worked by a contractor or sub-contractor’s employees over and above the employees’ normal workweek. “Overtime Premium” means the difference between the contractor’s regular loaded hourly labor rate and the loaded rate charged for and employee working in excess of 40 hours per week. Employees considered as “non-exempt” (as defined by the US Department of Labor) are eligible for overtime premiums for overtime. Hourly labor rates paid to “exempt” employees (as defined by the US Department of Transportation) are not eligible for overtime premiums for overtime. Overtime shall be used only when approved in advanced by the Contracting Officer.

B.2.4. “Deliverables”

Any tangible products produced as the result of requirements specified in the contract. Deliverables may include: Progress reports; Data reports; Event reports; and Final reports. All products developed under the auspices of this contract become the property of the U.S. Government.

B.2.5. “Materials, Travel, Supplies, Subcontracts, Consultants and all Other Direct Costs”

The Contractor will be reimbursed for all allocable, allowable, fair and reasonable costs (to include indirect costs as applicable) for materials, supplies and subcontractors used in the performance of this contract. Indirect costs may be applied to those costs discussed in this Section B.3.7 only to the extent that those indirect costs are:

- 1). Not also recovered as part of the Contractor’s Direct Hourly Labor Rates and;

- 2). Are applied consistently and in accordance with the Contractors usual account practices consistent with FAR Part 31.

Under this Time and Material, Contract, the Contractor may apply fee or profit to its Direct Hourly Labor Rates only. **The Contractor may not apply fee or profit to materials, travel, supplies, subcontracts, consultants or any other direct costs.**

B.2.6. "Travel Costs"

Travel costs shall be reimbursed in accordance with FAR Part 31, as applicable to the Contract, including all appropriate indirect costs allocated in accordance with the Contractor's usual account practices consistent with the FAR.

Costs incurred for lodging, meals, and incidental expenses shall be reimbursed only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations (for travel in the conterminous United States) and the Joint Travel regulations (for travel in Alaska, Hawaii, Puerto Rico and territories and possessions of the United States). Specific written approval from the Contracting Officer must be obtained in advance of any travel to foreign areas.

Non-reimbursed Travel: travel expenses of any kind incurred for personal convenience between home and Contractor's business location (or, the case of subcontractor personnel, home and the subcontractor) shall not be reimbursed hereunder. Costs for travel to and from NHTSA shall not be reimbursable under this Contract. Any questions concerning NHTSA travel policy shall be directed to the Contracting Officer before cost are incurred.

NHTSA shall reimburse travel costs in accordance with the cost principles and procedures of FAR Part 31.205-45, Travel Costs as follows:

- a. travel for such personnel shall be governed by the Federal travel regulations, prescribed by the General Services Administration, for travel in the conterminous 48 United States or;
- b. Travel for such personnel shall be governed by the Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense (DoD), for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and territories and possessions of the United States; or
- c. Travel for such personnel shall be governed by the Standardized Regulations (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances For Foreign Areas, prescribed by the Department of State, for travel in areas not covered by B.3.12(a) and (b), above.

The Federal Travel Regulations are available, on a subscription basis, from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. When ordering, the stock numbers for (a), (b), and (c) above are 922-002-00000-2, 908-010-00000-1, and 744-008-00000-0, respectively.

B.3. PRICE SCHEDULES

Raising seat Belt Use Among Older Motor Vehicle Occupants
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B.3.1 (Base Period): The total, maximum obligation of the Contractor (also known as the "Contract Ceiling Amount") for this contract's Base Period (Total for Base Year) is \$_____.

B.6.1.1. Base Year: (From Effective Date of Contract through thirty six (36) months thereafter.)

Contractor's Loaded Hourly Labor Rates

CLIN	Labor Category	Total Estimated Hours	"Regular" Loaded Hourly Labor Rate	"Overtime" Loaded Hourly Labor Rate
1001	Project Director	800		
1002	Research/Program Assistant	800		
1003	Diversity Coordinator	400		
1004	Education/Media Consultant	400		

Indirect Cost Rates

CLIN	Indirect Cost Category	Indirect Cost Rate
1017	Other Direct Costs	
1018	Travel	

SECTION C - DESCRIPTION, SPECIFICATIONS, WORK STATEMENT

Statement of Work (SOW)

Raising seat Belt Use Among Older Motor Vehicle Occupants

C.1. Objective

The objective of this project is to develop a national occupant protection education campaign to increase full-time seat belt use for occupants age 65 and older, taking into consideration their unique needs, attitudes and diversity. The project will also include the development of a strategic community-based/grassroots approach to reach this audience, and document this in a best practice guide for dissemination to the State Highway Safety Offices and others.

C.2. Background

Over the next several decades the number of older adults in the United States is expected to increase dramatically. By 2030, people 65 and older are anticipated to constitute roughly 20 percent of the population in the U.S.

The rapid growth of this population is of concern to NHTSA, as many older drivers are keeping their licenses longer, driving more miles and are at increased risk for fatal crash involvement. While usage among this age group is approximately 83 percent, 17 percent are still starveling unrestrained. Twenty-five percent of the fatalities in this age group are unrestrained.

C.3 Mission

Research shows a need for an older driver public education program addressing the specific needs of this age group. States will derive a benefit by having a best practice guide/model for them to use in reaching this older constituency.

C.4 Scope of Work

C.4.1 General Requirements

Performance Objectives

1. Contact appropriate stakeholder organizations to maximize resources and strengthen partnerships among cohort organizations in promoting seat belt use.
2. Review relevant literature and studies to further refine understanding of the concerns and attitudes specific to this age group as it relates to the full-time use of seat belts.
3. Develop an educational campaign aimed at promoting full time seat belt use among motor vehicle occupants age 65 and older. Define those who are non-users or part-time users and develop a clear and consistent approach and message that specifically captures the identified audience.
4. Develop a strategic community-based approach for reaching older motor vehicle occupants at the grassroots level with these materials and messages.
5. Focus-group test messages to reach different segments of this population.
6. Develop a best practice guide for use by NHTSA, State Highway Safety Offices and other entities to promote belt use among this population.
7. Establish method of evaluating program's effect on changing awareness and increasing seat belt use among this population.
8. Ensure that variations in use among different ethnic and demographic groups, including customs and values, are included in the overall effort.

Operating Constraints

The contractor must have the ability to reach, educate and influence older motor vehicle occupants at the national, state and local levels regarding seat belt use. The contractor must also be able to contact and work with law enforcement to address the issue of seat belt law enforcement among this population.

The proposed contractor should be familiar with and have a working relationship with organizations having an impact on this segment of the population (social service agencies, senior centers, etc.).

C.5. Definitions

1. NHTSA, National Highway Traffic Safety Administration. Traffic Injury Control, Research and Program Development, Behavioral Safety Research, Injury Research Prevention Division (NTI-132), 1200 New Jersey Ave., SE, Washington, DC 20590, (202) 366-5595. This is the program office for this contract.

C.6. Tasks

C.6.1 Task 1. Initial Meeting and Discussion

Upon execution of a task order, this contractor shall meet with the COTR and the TOM to discuss the details and requirements of the order at a mutually agreed upon time. This meeting may be held at NHTSA's offices at 1200 New Jersey Ave. SE, Washington, DC, or at another location that is convenient to the contractor, the COTR, and the TOM. The outcome of this meeting will be clear understanding of the goals and objectives of the task order. The contractor shall raise any questions about the task order at this time so that clarification of issues and anticipated potential impediments to the successful completion of the order on time and within budget will be resolved to the satisfaction of the contractor and the COTR. Based on this meeting, the contractor shall prepare a work plan.

C.6.2 Task 2. Approval of Work Plan and Execution of Tasks

After review and concurrence of the work plan by the COTR, the contractor shall be notified to begin work. The contractor shall deliver all items specified in the work plan on or before the agreed upon delivery date.

C.7. Period of Performance

The effective period of performance for this contract is thirty-six (36) months after award date.

C.8. Quarterly Progress Reports

The contractor shall furnish to the COTR, on the first month of the new quarter. A report that shows the labor and materials during the reporting quarter. The report shall also show the cumulative amount of labor and materials ordered by the Government since contract inception. The report shall also identify any performance or coordination problems encountered during that period. The contractor shall include proposed activities for the next quarter.

C.9 Deliverables/Milestones

1. Delivery Schedule

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

<u>Item Number</u>	<u>Deliverable</u>	<u>Due Date</u>	<u>No. of Copies</u>
1	Monthly Progress Reports	15 th day of each month after contract award	2 electronic copies
2	Monthly Invoices	1 st day of each month after contract award	1 electronic copy
3	Detailed Work Plan for each task order	Within 2 weeks after a task order is issued	1 electronic copy
4	Draft Final Report	1 month prior to contract end date for each individual task order	1 electronic copy
4	Final Report	2 weeks upon receipt of TOM/COTR comments on Draft Final Report	1 electronic copy
5	Data Files on data storage device such as cd-rom	With Draft Final Report	1 electronic copy, 1 data storage device
6	Additional items with delivery schedule.		

2. Place of Delivery and Number of Copies

<u>Item Number</u>	<u>Address</u>	<u>No. of Copies</u>
1-6	Attn: Carole Guzzetta Department of Transportation National Highway Traffic Safety Administration 1200 New Jersey Ave., SE, NTI-132 Washington, DC 20590 Ph: 202-366-3665	1 electronic copy
1-6	Attn: Terry L. McBee, Contract Specialist Department of Transportation National Highway Traffic Safety Administration 1200 New Jersey Ave., SE, NPO-220 Washington, DC 20590 Ph: 202-366-3998	1 electronic copy

3. Milestones

Milestones shall be defined in each individual task order, but will include the following minimum items:

<u>Item Number</u>	<u>Milestone</u>	<u>Due Date After Contract Award</u>
1	Initial kick-off meeting	2 weeks
2	Contractor submission of detailed work plan	3 weeks
3	COTR review and comments on work plan	2 weeks after

		receipt of work plan
4	Contractor submission of draft final report with executive summary	At the end of each individual task order
5	COTR review and comments on draft final report with executive summary	3 weeks after receipt of draft final report
6	Contractor submission final report with executive summary	
7	Additional milestones will be specified in each task order.	

SECTION D - PACKAGING AND MARKING

Preservation, packaging, and packing of all shipments or mailing of all work delivered under this Task Order 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).

Except as specifically exempted by the Contracting Officer or COTR, all deliverables under this Task Order shall be sent in electronic format, as specified in Section F.

For those items that must be ready for printing, the following NHTSA guidelines shall be used:

D.1 . TEXT

Text files shall be provided in Word on a CD using the fewest number of formatting tools as possible (i.e. avoid columns, multiple fonts, etc.) Keep it simple. 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. CHARTS AND GRAPHS

Charts and graphs should be provided in 2 forms.

a. 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.)

b. 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.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 COTR'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 Communication Services Division typically uses existing photos or photos purchased through various sources. In the event that a contractor or other source will supply 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 should 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 a photograph is supplied by an outside source (contractor, grantee, national organization, etc.), a release form must accompany the photo indicating that the human subjects in the photo authorize NHTSA to use the photo in its publications and on its Internet site. In addition, please use caution when allowing contractors to supply photos. Make sure that you know the contractual arrangements they have made with the photographer and the subjects in the photo to ensure that NHTSA has unlimited rights to use the images in print on the web. You must obtain a written statement from your contractor indicating that NHTSA has unlimited, unrestricted use of the photos.

D.4. 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. INSPECTION AND/OR ACCEPTANCE

The COTR as designated in this Contract shall be responsible for performing the inspection of all services rendered under this contract and for recommending acceptance of replacement/correction of services or materials that fail to meet the contract requirements to the Contracting Officer.

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

Rejection of a final report will delay final payment of costs due under the contract. The most common causes for rejecting final reports are:

- a. Incomplete description of the work objective and its relationship to other work performed in the area.
- b. Inadequate description of methodology.
- c. Insufficient or inconsistent technical information to support the findings or conclusions.
- d. Poorly conceived graphs, charts and displays.
- e. Incorrect spelling and grammar.

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

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these addresses:

www.arnet.gov/far

Note: Clauses marked with an "X" are hereby incorporated by reference.

 X 52.246-6 Inspection—Time and Material and Labor-Hour (May 2001)

E.3. The Contracting Officer's Technical Representative (COTR) as designated in this contract and/or the NHTSA Task Manager, as designated in each individual Task Order issued under this Contract, shall be responsible for performing the inspection of all services rendered under this contract and for recommending acceptance or replacement/correction of services or materials that fail to meet the contract requirements to the Contracting Officer.

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 addresses:

www.arnet.gov/far

Note: Clauses marked with an “X” are hereby incorporated by reference.

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

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

F.2. PERIOD OF PERFORMANCE

The period of performance of this contract shall begin on the effective date of this contract through thirty-six (36) months thereafter.

F.3. DELIVERABLES/ MILESTONES

Specific Deliverable and Milestone requirements will be addressed in the contract. However, the following Deliverables and Milestones shall apply to this Contract.

F.3.1. Monthly Progress Reports: By no later than 15 Days following the month being reported, the contractor shall provide a Monthly Progress Report to the individuals listed below.

F.3.1.1. A brief narrative on the work accomplished during the reporting period;

F.3.1.3. Current and cumulative costs incurred versus budgeted costs;

F.3.1.4. Current and cumulative labor hours (by labor category) expended during the reporting period versus anticipated labor hours;

F.3.1.5. Plans for the upcoming reporting period;

F.3.1.6. Any actions required of the Government during the reporting period.

F.3.2. Task Order Specific Reports: Each specific Task Order will address any additional reporting requirements.

All deliverable items shall be furnished to the following addresses in the number of copies specified above:

Deliverable	Address	Number of Copies*
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Raising seat Belt Use Among Older Motor Vehicle Occupants
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Quarterly Progress Report	DOT/NHTSA/NPO-320, W51-121 1200 New Jersey Ave., SE Washington DC 20590 Attention: Terry L. McBee Contract Specialist Terry.McBee@dot.gov	1
	DOT/NHTSA/NPO-320, W##-### 1200 New Jersey Ave., SE Washington DC 20590 Attention: Carole Guzzetta Contract COTR carole.guzzetta@dot.gov	1

*Although a US Mail address and quantity of Deliverables is provided in the above table, the preferred method for receipt of Monthly Progress Reports is via e-mail at the addresses given.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1. PAYMENT

Payments under this contract shall be in accordance with the provisions of FAR 52.232-7, Payments under Time-and-Materials and Labor-Hour Contracts (DEC 2002), and 52.232-25 Prompt Payment (OCT 2003), both of which are hereby incorporated by reference.

G.2. SUBMISSION OF INVOICE

- a. For each task order awarded under this contract, the contractor shall submit monthly invoices in an original and three copies to the following address:

DOT/NHTSA
Mike Monroney Aero Center
Accounts Payable Branch, AMZ-150
P.O. Box 268911
Oklahoma City, OK 73126

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

1. Contractor name and address.
2. Invoice date.
3. Invoice Number
4. Contract number.
5. Invoice Billing Period.
6. Description, price, and quantity of property and services actually delivered or rendered during the billing period specified on the invoice. The detail shall include the direct labor hours performed by each labor category, the applicable rate, and the extended totals. Labor charges are to be substantiated by individual daily job time cards or a record of time worked showing individuals used, hours worked and amounts charged, with such records to be retained by the Contractor and made available for the Government's inspection. Any other costs of support provided, including materials, subcontracts, supplies and travel shall be shown separately and in such detail to indicate quantity provided, the applicable rate and the extended totals. In addition to the current billing period, the invoice shall identify the cumulative totals.
7. Certification that the hours worked and individuals being charged to the Government are correct, and that the dollar amounts invoiced were incurred for the work performed.
8. Shipping and payment terms.
9. Name (where practicable), title, phone number and mailing address of person to be notified in the event of a defective invoice.
10. Other substantiating documentation specifically requested by the government Contracting Officer, Contract COTR, or Task Manager;

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11. COTR Name;
12. Contracting Officer's Name;
- c. If the invoice does not comply with these requirements, then the Contractor will be notified of the defect within 7 days after receipt of the invoice at the designated billing office.
- d. The invoice must be dated and signed by an authorized Contractor official.
- e. Contractor failure to properly designate a financial institution or to provide appropriate payee bank account information may delay payments of amounts otherwise properly due.

G.3. PAYMENT DUE DATE

For purposes of this contract, interim payments for incremental performance under an individual Task Order shall be treated as "contract financing payments" and the final payment provided under an individual Task Order at the completion of the work requirements shall be treated as an "invoice payment" as these terms are defined in FAR Subpart 32.9. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made.

- a. The due date for making invoice payments shall be the later of the following two events:
 1. The 30th calendar day after the designated billing office has received a proper invoice from the Contractor.
 2. The 30th calendar day after Government acceptance of supplies delivered or services performed by the Contractor.
- b. The due date for making contract financing payments shall be the 30th calendar day after the designated billing office has received a proper invoice from the Contractor.

G.4. INTEREST ON OVERDUE PAYMENTS

- a. Invoice payments shall be assessed an interest penalty for payment delays in accordance with the provisions of FAR 52.232-25 Prompt Payment (JUN 1997).
- b. Contract financing payments shall not be assessed an interest penalty for payment delays.

G.5. CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE

- a. The performance of the work required under this contract shall be subject to the technical direction and surveillance of such person(s) as may be designated in writing by the Contracting Officer as the Contracting Officer's Technical Representative(s) (COTR).
- b. As used herein, "technical direction" is direction to the Contractor which fills in detail, requires pursuit of certain lines of inquiry, or otherwise serves to facilitate the Contractor's compliance with the contract, and the performance of individual Task Orders. To be valid, such technical direction shall:

1. Be issued in writing and be consistent with the work requirements set forth in an individual Task Order;
 2. Not constitute a new work assignment, nor change the expressed terms, conditions or specifications of an individual Task Order; and,
 3. Not constitute a basis for any increase in the cost of any individual Task Order, or extension to the delivery schedule of any individual Task Order.
- c. In the event any Government Technical Direction is interpreted by the Contractor to fall within the Clause of this contract entitled, "Changes," the Contractor shall not implement such direction, but shall notify the Contracting Officer in writing of such interpretation within ten (10) working 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 (ii) the Contractor's best estimate as to any revisions to the terms of any issued Task Order necessary to implement the Technical Direction.
- d. The Contracting Officer is the only individual who can legally commit or obligate the Government for the expenditure of public funds, and authorize revisions to the terms and conditions of this contract, and any issued Task Orders. Any such revisions will be authorized in writing by the Contracting Officer.

G.6. 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 this contract. The Project Manager shall provide the single point of contact between the Contractor and the Contracting Officer's Technical Representative (COTR) or other duly authorized representative under this 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 this contract.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1. 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 before the due date, in accordance with the following paragraphs. All computer programs and data bases developed without Federal funds, and used in performance of this contract remain the property of the contractor. If any programs or data bases are modified, however, and used in performance of this contract, title to the modified portion shall vest in the Government.

b. Computer Programs

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

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

c. Data Bases

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

- (1) A copy of the data base.
- (2) Each data element (field) shall be defined as to format content, length, type of characters or numbers, and what must be present in the full case.
- (3) Each record and its format shall be defined completely, including all control symbols and fields.
- (4) Blocking shall be specified unambiguously.
- (5) Labels, sentinels, headers, tape marks and similar structures shall be specified.

(6) Density, number of tracks, character codes and any special symbols shall be defined.

d. Printer Layouts and Logic Tables

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

H.2. CONFIDENTIALITY OF REPORTS AND OTHER DATA

Neither Contractor employees nor other individuals secured by the contractor to work on this contract shall divulge to any third party: (1) any information relating to procedures used, results obtained or work required by and/or performed under the resultant Contract; or (2) any information provided by any party to assist the Contractor in the performance of the resultant Contract without the written consent of the Contracting Officer.

H.3. NHTSA REVIEW OF ANNOUNCEMENTS OR PUBLISHING

Neither Contractor employee nor other individuals secured by the contractor to work on this contract 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 Contract COTR or Government Task Manager assigned to a Specific Task Order.

H.4. STANDARDS OF EMPLOYEE CONDUCT

The Contractor is responsible for maintaining satisfactory standards of employee competency, conduct, and integrity.

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

- X 52.202-1 Definitions (JUL 2004)
- X 52.203-3 Gratuities (APR 1984)
- X 52.203-5 Covenant Against Contingent Fees (APR 1984)
- X 52.203-6 Restrictions on Subcontractor Sales to the Government (SEP 2006)
- X 52.203-7 Anti-Kickback Procedures (JUL 1995)
- X 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
- X 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
- X 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (SEP 2005)
- X 52.204-4 Printed or Copies Double-Sided on Recycled Paper (AUG 2000)
- X 52.204-7 Central Contractor Registration (Jul 2006)
- X 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (SEP 2006)
- X 52.215-2 Audit and Records—Negotiation (JUN 1999)
- X 52.215-8 Order of Precedence – Uniform Contract Format (OCT 1997)
- X 52.215-14 Integrity of Unit Prices (OCT 1997)
- X 52.215-17 Waiver of Facilities Capital Cost of Money (OCT 1997)
- X 52.216-1 Type of Contract (Oct 1995)
- X 52.216-19 Order Limitations (Oct 1995)
- X 52.216-22 Indefinite Quantity (Oct 1995)
- X 52.217-8 Option to Extend Services (NOV 1999)
- X 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005)
- X 52.219-8 Utilization of Small Business Concerns (MAY 2004)
- X 52.219-9 Small Business Subcontracting Plan (SEP 2006)
- X 52.219-16 Liquidated Damages-Subcontracting Plan (JAN 1999)
- X 52.222-3 Convict Labor (JUN 2003)
- X 52.222-21 Prohibition of Segregated Facilities (FEB 1999)
- X 52.222-26 Equal Opportunity (MAR 2007)
- X 52.223-13 Certification of Toxic Chemical Release Reporting (AUG 2003)
- X 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans, of the Vietnam Era, and Other Eligible Veterans (SEP 2006)
- X 52.222-36 Affirmative Action for Workers with Disabilities (JUN 1998)
- X 52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006)
- X 52.223-6 Drug-Free Workplace (MAY 2001)
- X 52.225-5 Trade Agreements (NOV 2006)
- X 52.225-13 Restrictions on Certain Foreign Purchases (FEB 2006)
- X 52.227-1 Authorization and Consent (JUL 1995)

- X 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996)
- X 52.227-14 Rights in Data - General (JUN 1987)
- X 52.229-3 Federal, State, and Local Taxes (APR 2003)
- X 52.232-1 Payments (APR 1984)
- X 52.232-7 Payments under Time-and-Materials and Labor-Hour Contracts (FEB 2007)
- X 52.232-17 Interest (JUN 1996)
- X 52.232-23 Assignment of Claims (JAN 1986)
- X 52.232-25 Prompt Payment (FEB 2003)
- X 52.232-33 Payment by Electronic Funds Transfer - Central Contractor Registration (OCT 2003)
- X 52.232-38 Submission of Electronic Funds Transfer information with offer (MAY 1999)
- X 52.233-1 Disputes (JULY 2002)
- X Alternate I (DEC 1991)
- X 52.233-3 Protest After Award (AUG 1996)
- X Alternate I (JUN 1985)
- X 52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)
- X 52.237-3 Continuity of Services (JAN 1991)
- X 52.242-13 Bankruptcy (JUL 1995)
- X 52.243-3 Changes – Time-and-Material or Labor Hour (SEP 2000)
- X 52.244-2 Subcontracts (AUG 1998)
- X 52.244-6 Subcontracts for Commercial Items (MAR 2007)
- X 52.245-1 Property Records (APR 1984)
- X 52.245-5 Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts (MAY 2004)
- X 52.245-70 Government Property Reports (OCT 1994)
- X 52.246-23 Limitation of Liability (FEB 1997)
- X 52.246-25 Limitation of Liability--Services (FEB 1997)
- X 52.248-1 Value Engineering (FEB 2000)
- X 52.249-6 Termination (Cost Reimbursement) (MAY 2004)
 - X Alternate IV (SEP 1996)
- X 52.249-14 Excusable delays (APR 1984)
- X 52.252-6 Authorized Deviations in Clauses (APR 1984)

I.1. FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

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

I.2. OPTION TO EXTEND SERVICES

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

I.3. 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.

Clause Number Title and Date

- X 52.223-71 Accident and Fire Reporting (OCT 1994)
- X 52.237-70 Qualifications of Contract Employees (OCT 1994)
- X 52.242-71 Contractor Testimony (OCT 1994)
- X 52.242-72 Dissemination of Contract Information (OCT 1994)

I.4. 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.4.1 52.222-42 Statement of Equivalent Rates for Federal Hires (May 1989).

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

Monetary + Fringe Benefits	Employee Class
\$	
\$	
\$	

I.4.2. 52.216-31 Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition. (FEB 2007)

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

- (1) The offeror;
- (2) Subcontractors; and/or
- (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

(End of provision)

I.4.3. 52.222-43 Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts). (Nov 2006)

(a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.

(b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(c) The wage determination, issued under the Service Contract Act of 1965, as amended, ([41 U.S.C. 351](#), et seq.), by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, ([29 U.S.C. 206](#)) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.

(d) The contract price or contract unit price labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:

(1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The Contractor chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if the Contractor voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour;

(2) An increased or decreased wage determination otherwise applied to the contract by operation of law; or

(3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

(e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (d) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

(f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data, including payroll records that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price or contract unit price labor rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.

(g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

(End of clause)

I.5. DEPARTMENT OF TRANSPORTATION (DOT) CLAUSES INCORPORATED IN FULL TEXT

I.5.1 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. 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. This clause shall be included in all contracts, subcontracts, and grant agreements entered into by the recipient under this award.

(End of Clause)

I.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:

NAME	TITLE	PHONE NUMBER

I.7. 1252.242-73 Contracting officer's technical representative (OCT 1994).

(a) The Contracting Officer may designate Government personnel to act as the Contracting Officer's Technical Representative (COTR) to perform functions under the contract such as review and/or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COTR under the contract.

(b) The Contracting Officer cannot authorize the COTR or any other representative to sign documents (i.e., contracts, contract modifications, etc.) that require the signature of the Contracting Officer.

(End of Clause)

Part III—List of Documents, Exhibits, and Other Attachments

Section J Attachments

NONE

Part IV—Representations and Instructions

Section K “Representations, Certifications, and Other Statements of Offerors.”

Small Business Program Representations (May 2004)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is _____ [insert NAICS code].

(2) The small business size standard is _____ [insert size standard].

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

(b) Representations.

(1) The offeror represents as part of its offer that it is, is not a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it is, is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it is, is not a women-owned small business concern.

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision—

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) “Service-disabled veteran” means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C. 101\(16\)](#).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at [38 U.S.C. 101\(2\)](#)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under [15 U.S.C. 645\(d\)](#), any person who misrepresents a firm’s status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

Alternate I (Apr 2002). As prescribed in [19.308\(a\)\(2\)](#), add the following paragraph (b)(7) to the basic provision:

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

_____ Black American.

_____ Hispanic American.

_____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

_____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

_____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

_____ Individual/concern, other than one of the preceding.

Section L. Instruction, Conditions, and Notices to Offerors

L.1. SOLICITATION OBJECTIVES:

L.1.1. Service Contract Wages: Minimum rates of wages, required by the Service Contract Act (40 U.S.C. 351, et seq.), as amended, to be paid the various classes of employees working on this projects. (ref. FAR Clause 52.222-41, Service Contract Act of 1965, As Amended)

L.1.2. Caution to Offerors: Offerors are cautioned that their offers may be considered non-responsive if they include any qualifications including, but not limited to, price escalation reservations.

L.1.3. North American Industry Classification System (NAICS) Code: NAICS code 541720 applies to this acquisition. See clause titled [52.212-1](#) Instructions To Offerors--Commercial Items. (Jan 2004)

L.1.4. Gender: Whenever the masculine gender is used in this solicitation and contract documents, it shall be considered to include feminine.

L.1.5. Metric Products: Products manufactured to metric dimensions will be considered on an equal basis with those manufactured using inch-pound units, provided they fall within the tolerances specified using conversion tables contained in the latest revision of Federal Standard No. 376, and all other requirements of this contract are met.

L.2. PROPOSAL SUBMISSION:

L.2.1. Proposal shall be based on all instructions, conditions and notices to offerors, provisions, general conditions, general requirements, and specifications contained in this solicitation.

L.2.2. Sealed Proposals in original and one copy, are due at the office of Mr. Terry L. McBee, Contract Specialist, NHTSA, NPO-320, W-51-121, 1200 New Jersey Avenue, SE, Washington D.C. 20590 by 3:30 p.m. Eastern Time on August 18, 2008. A public offer will not occur. Proposals shall be submitted separately bound by 1) cost proposal and 2) technical proposal. The technical proposal must address all technical requirements as listed in the Statement of Work in Section C. of this solicitation. No cost information shall be included in the technical proposal. The cost proposal shall include a completed and signed SF-33 (Solicitation, Offer and Award), acknowledging amendments by number, and containing all Representations and Certifications.

L.2.3. All transmittal envelopes or other packaging shall be clearly marked with [DTNH22-08-R-00175](#), identified as "Cost proposal" or "Technical Proposal", proposal receipt date and time, medical center location, offeror name and return address.

L.2.4. Format Requirements for Submission of Qualifications: One mailing with two internal envelopes: offerors proposals are to be submitted in two parts: a technical proposal and a cost/price proposal. The offeror should include two copies (one original and one copy) of the cost/price proposal, and four copies of the technical proposal (one original and five copies). All envelopes shall be clearly marked with the RFP number at the lower left-hand corner. Each envelope shall be identified as "TECHNICAL PROPOSAL" or "PRICE PROPOSAL."

L.2.4.1. The technical proposal MUST NOT contain any reference to cost/price. The technical proposal shall address all elements listed below. Keep your information brief, simple and to the point. It is critical that each element of the technical evaluation criteria listed is addressed.

L.3. BUSINESS MANAGEMENT PROPOSAL INSTRUCTIONS:

a. Contract Pricing Proposal

Offerors shall complete and submit the Price Schedules B.5.1 through B.5.2 located in this Solicitation. In submitting these prices, the offeror shall indicate what, if any, discount of the offeror's standard commercial prices is being offered to the Government, as follows:

1. **Direct Labor.** The offeror shall propose loaded hourly rates for each labor category listed in Section B.5 of this RFP. Loaded hourly rates shall include the labor categories, based hourly labor rates plus all applicable, allowable, and allocable indirect costs (as permitted by the Federal Acquisition Regulation (FAR)). Indirect costs may include: Fringe Benefits, Overhead Rates, Facilities Capital Cost of Money (FCCM), General and Administrative (G&A) expenses. Fee or Profit may be included in the loaded labor-hour rates as well. The "loaded" labor-hour rates shall be fixed at the time of Contract award and shall remain fixed for the entire term of the Contract (to include the Option Periods, if exercised).
2. **Other Direct Costs.** In addition to Direct Labor costs, Sections B.3.2 and B.3.3 of this Solicitation (and resultant Contract) include pre-defined "Other Direct Costs" (ODCs) (i.e. Travel, Material, Other). If the offeror anticipates that ODCs will be incurred in performing this effort, the offeror shall list those costs as well as explain the reason for including those costs.
3. **Subcontracting Costs.** If the offeror intends to include subcontracting in performing this effort, then additional pricing information will be required regarding subcontracting costs. Specifically, the offeror must describe the subcontracting effort as well as provide an explanation regarding the fairness and reasonableness of those costs. Subcontracting Costs must then be included in the Section B.5 Schedules.
4. **Indirect Costs applicable to Other Direct Costs and Subcontracting Costs.** The offeror (in accordance with its established accounting practices) may apply an indirect cost to Other Direct Costs and Subcontracting Costs only to the extent that those indirect costs are not recovered also in the loaded labor rate for each Direct Labor category. If the offeror elects to apply indirect costs to Other Direct Costs, it must: (1) Identify the indirect cost rate applicable to Other Direct Costs in Section B.5; (2) Show that these indirect cost are not being recovered as part of the Direct Labor's loaded hourly rates; and (3) Show that the application of indirect costs to Other Direct Costs is in accordance with its established accounting practices. If the indirect cost is applied to Other Direct Costs, then the offeror must show that application in each Section B.5 price schedule. The offeror's indirect cost rate applied to Other Direct and Subcontracting costs (if applicable) shall be fixed at time of Contract award and remain fixed for the duration of the Contract's Base, and Option Periods.
5. **Application of fee or profit.** Fee or profit may only be applied to the offeror's Direct Labor rates. The offeror's fee or profit may not be applied to any Other Direct or Subcontracting Costs

In addition to filling in the blanks in Section B.5, Price Schedule, the offeror must also complete the Price Evaluation Sheets in Section M.5. The Price Evaluation Sheets will be used only for evaluation purposes.

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.

b. Business Management Information

Offerors are instructed to complete the Business Management Information sheets (Attachment 1 to Section L) in sufficient detail to allow a full and complete business evaluation.

L.4. DETERMINATION OF THE COMPETITIVE RANGE (If necessary):

L.4.1. The contracting officer will identify those offerors whose proposals are within the competitive range from the initial proposals received.

L.4.2. The selection criteria shown in paragraph C.6.1. and the selection procedure shown in paragraph C.6.2. shall be used as the basis for determining the competitive range.

L.4.3. Those selected will be notified.

L.4.4. Offerors not included within the competitive range shall be notified.

L.5. DISCUSSIONS:

L.5.1. If the Government deems discussions necessary, these discussions shall be limited to those offerors remaining in the competitive range and shall be tailored to each offeror's proposal, and address strengths, deficiencies, significant weaknesses, and adverse past performance information to which the offeror has not yet had an opportunity to respond.

L.5. FINAL PROPOSAL REVISIONS (If necessary):

L.5.2. Upon completion of discussions, the contracting officer, if he deems it necessary, will issue to all Offerors still within the competitive range a request for a final proposal revisions.

L.5.3. Any changes or required clarifications to the Request for Proposals as a result of discussions will be done by amendment to those firms in the competitive range.

L.5.4. Sealed final proposal revisions in original and one copy, separately packaged by cost and technical proposals, will be due at the NHTSA NPO-320, W51-121, 1200 New Jersey Avenue, SE, Washington D.C, 20590, date and time to be determined by the Contracting Officer after conclusions of discussions with Offerors. A public offer opening will not occur.

L.5.5. Offerors are requested not to re-submit any documents, which are unchanged from their initial proposals. Provide necessary changes as individual paragraphs or otherwise as briefly as possible, together with a table of contents clarifying where within the initial proposal additional or changed documents would be placed.

L.6. SELECTION PROCEDURE:

L.6.1. The government expects its selection of the contractor to encompass several steps, based on best value to the government, considering all of the selection criteria and weightings identified in paragraphs 3 through 8. However, the government may initiate action to award a contract at any point without discussions after the review of the proposals. Therefore, each proposal should reflect the Offerors best terms, both from a cost and a technical standpoint.

L.6.2. Competitive Range Determination (If Necessary): The Competitive Range determination will be made on the basis on the initial proposals only. Those Offerors who are not included

Raising seat Belt Use Among Older Motor Vehicle Occupants

DTNH22-08-R-00175

within the competitive range will not be included in discussions and not offered the opportunity to demonstrate their system.

L.6.3. Final Selection (If Necessary): Final selection will be based on the combination of the final revised proposal and demonstration evaluation.

L.7. OBTAINING PROOSAL MATERIALS:

L.7.1. For general information contact:

Mr. Terry L. McBee
Contracting Specialist
NHTSA, NPO-320, W-51-121
1200 New Jersey Avenue, SE
Washington, D.C. 20590
E-mail: terry.mcbee@dot.gov
Phone: (202) 366-3998
FAX: (202) 366-9555.

L.7.2. Solicitation (Offer) documents consisting of the Solicitation, Specifications, and Contract Forms for submitting a offer may be downloaded without charge from the following web site: Go to the following web site, on the menu bar on the left side of the screen select "Find a Solicitation"; then select "View all Current Solicitations" in the center of the page; then locate this solicitation in the list; then click on the blue solicitation number; then select which documents to download.

www.fbo.gov

L.7.3. As many copies of the Solicitation, Specifications, Drawings and Contract Forms may be made as required to submit a offer. The Solicitation, Specifications and Contract Forms are in Microsoft Word 2000 format.

L.7.4. Return of the solicitation material is not required.

L.7.5. If you decide not to submit a proposal on this project, please advise the issuing office of your reasons.

L.7.6. Offerors Mailing lists:

L.7.6.1. Interested parties may be entered onto the Offeror's mailing list in the following manner:

(a) Go to the following web site, on the menu bar on the left side of the screen select "Find a Solicitation"; then select "View all Current Solicitations" in the center of the page; then locate this solicitation in the list; then click on the blue solicitation number; then go to the bottom of the page and select "Enter Solicitation Mailing List Application.

<http://www.fbo.gov>

L.7.6.2. Interested parties MUST go to the web site to obtain copies of the Offeror's Mailing List. Individual copies of the Offeror's mailing list WILL NOT be prepared.

L.8. Amendments to the Solicitation

Amendments will be posted to the following web site. Hard copies of the amendments will NOT be individually mailed. By providing your e-mail address your firm will be notified electronically of any new amendments that have been posted. Offeror's are reminded that they are responsible for obtaining and acknowledging all amendments to this Solicitation. Failure to acknowledge an Amendment WILL result in your offer being considered NON-RESPONSIVE.

L.9. PREPROPOSAL CONFERENCE:

- A preproposal conference is not contemplated.
- A preproposal conference will be held as indicated below:

Time:
Date:
Place:

Please limit attendance to three (3) people per organization.

You are requested to submit your questions in writing to arrive at least ____ days prior to the date of such a conference.

Please mark the outside of the envelope "PRE-PROPOSAL QUESTIONS RFP NO. _____" to expedite handling.

L.10. FAR 52.233-2 SERVICE OF PROTEST (SEPT 2006)

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

FOIA request to NHTSA should be address to:

Earnest Jenkins
Contracting Officer
Office of Acquisition Management
National Highway Traffic Safety Administration
1200 New Jersey Avenue S.E.
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.

Section M. EVALUATION FACTORS FOR AWARD

M.1. 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JAN 2004)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show-

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3;

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 120 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to-GSA Federal Supply Service Specifications Section

Suite 8100, 470 East L'Enfant Plaza, SW Washington, DC 20407 Telephone (202) 619-8925
Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the-Department of Defense Single Stock Point (DoDSSP)

Building 4, Section D 700 Robbins Avenue Philadelphia, PA 19111-5094 Telephone (215) 697-2667/2179 Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained-

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://dodssp.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. 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 or DUNS+4 number that identifies the offeror's name and address. 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 FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

M.2 52.212-2 EVALUATION - COMMERCIAL ITEMS. (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers in order of precedent:

EVALUATION AND AWARD FACTORS

BASIS FOR AWARD

An offer received in response to this RFP will result in a contract award only if the offer, based upon evaluation by the Government, is determined to conform to the requirements of the RFP and to represent a fair and reasonable price. **Technical factors are considered as important as cost.**

FAR 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

EVALUATION FACTORS

The NHTSA Evaluation Committee will evaluate applications submitted by eligible candidates. It is anticipated that awards will be made in September 2008.

Applications will be evaluated and the prospective Contractor will be selected based principally on the following criteria listed:

M.2.1. Technical Evaluation

Applications will be evaluated using the following criteria:

Factor	Weight
Factor 1. Personnel Qualifications/Organization	35
Factor 2. Work Plan	30
Factor 3. Project Description	25
Factor 4 Experience/Past Performance	15

a. Personnel Qualifications / Organization (35 points)

- The extent to which the proposed personnel have clearly described roles and appropriately assigned positions, and the proper level of education and experience to carry out the project.
- Resumes of all job category positions listed in Schedule B.
- The extent to which the applicant has demonstrated the support and commitment of its proposed partner(s) in the older American community.
- The extent to which the applicant has proven credentials and expertise in research, data collection, community-based program planning and implementation, program evaluation, and communications.
- The soundness of the applicant’s organization and designated areas of expertise and their ability to work closely with National, State, and local partners.

b. Work Plan (30 points)

- The degree of detail provided in the work plan that indicates how the applicant will complete the tasks outlined in the statement of objectives.
- The degree to which the applicant describes their technical capability and experience with older citizens, the field of occupant protection and older occupants.
- The degree to which the applicant intends to achieve the milestones and deliverables.

c. Project Description (20 points)

- The extent to which the applicant’s goals are clearly articulated and the objectives are time-phased, specific, action-oriented and achievable.
- The extent to which the applicant clearly identifies and explains a thorough and systematic approach to increasing seat belt use among older drivers.
- The extent the applicant clearly and directly addresses all of the objectives outlined in the request for proposal.
- The degree to which the applicant has identified potential barriers to the project and the provided plans for mitigating or eradicating those barriers.

d. Experience/Past Performance (15 points)

- The extent to which the applicant has experience in working with seat belt issues for older occupants of motor vehicles.
- The extent to which the applicant has adequate experience in traffic safety issues and emergency transport program experience.
- The extent to which the applicant has experience developing and closely working with national organizations and other recognized leaders in the field.
- The applicant’s satisfactory history of grantor/grantee relationships, as demonstrated by on-time completion of past efforts, and reports indicating a high level of satisfaction from government agencies and other organizations.

- The extent to which the applicant has a good record of financial responsibility and accountability as it relates to the use of Federal funding, and a demonstrated history of compliance with regulations that apply to Federal assistance agreements.

Cost Evaluation

The Applicant's prepared budget will be evaluated for fairness and reasonableness of costs to determine "best value" to the government. Cost proposals will not be provided any specific numerical rating. If there are no significant technical proposal differences, costs may be used as a determining factor for making awards.

Proposal Questions

NHTSA reserves the right to ask one or all of the proposed contractors clarifying questions concerning their respective proposals. NHTSA will ask specific questions relating to the proposal and expect clear answers in an expedited manner.

Negotiations

NHTSA reserves the right to make an award without discussion, i.e., an award of a Cooperative Agreement without conducting any negotiations or discussions with any Applicant. As an alternative to making an award without discussion, NHTSA is also reserving the right to negotiate with competing Applicants, prior to making any award. Negotiations will be conducted only if NHTSA concludes that, after studying the initial applications, negotiations are in fact necessary or are in the Government's best interests.

(End of provision)