

**PART I - THE SCHEDULE**  
**SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**

**PART I - THE SCHEDULE**

**SECTION B – SCHEDULE OF PRICES**

**B.1 SUPPLIES/SERVICES**

The offeror shall propose all the necessary qualified personnel, facilities, materials and services to perform an Indefinite Quantity Contract (IQC), on a Time and Materials basis in accordance with the Statement of Work, Section C, and other terms and conditions of the solicitation, and any resultant Contract, for the effort entitled, “Human Factors Engineering Support for Vehicle Safety Research.” All support services provided to the Government shall be performed by the offeror’s employees or personnel otherwise retained by the offeror to fulfill specific work requirements of this solicitation and the resultant Contract. Under the resultant IQC, the Government will issue individual Task Orders to obtain professional and technical services.

**B.2 OBLIGATION SUMMARY**

**Minimum Obligation of the Government.** The Government shall guarantee a minimum of \$1,000.00 for services and support under the resultant Contract.

**Maximum Obligation of the Contractor.** Under the resultant Contract, the Contractor shall be obligated to provide services and support up to the Ceiling Amount as shown in Section B.5, Price Schedule, for the Twenty-four (24) month base period, and if exercised, the Ceiling Amount of the one (1) thirty-six month option period. The Maximum Obligation may be increased at anytime by mutual agreement of both parties. Each Task Order will include a Task Order Ceiling which the Contractor shall not exceed.

**B.3 PRICES**

The price for the various labor categories, and the cost for materials and supplies in support of the performance, is shown in the Price Schedule as contained in Section B.5.

NHTSA requires the offeror to provide the following:

1. **Fixed Price Loaded Hourly Rates.** The offeror shall propose loaded hourly rates for each labor category listed in Section B.5 of this Solicitation. The loaded hourly rates

shall include the individual's actual hourly salary plus indirect costs (as permitted by the Federal Acquisition Regulation (FAR)). Indirect costs may include: Fringe Benefits, Overhead Rates, Facilities Capital Cost of Money (FCCM), and General and Administrative (G&A) expenses. Fee or Profit may be included in the loaded labor-hour rate also. The loaded hourly 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 – Material, Subcontracts, and all other Non-Prime Contractor - Labor Costs.** For all materials, supplies, and subcontracts used in the performance of resultant Contract to include telephone, faxes, shipping, postage, and the like, the offeror shall be reimbursed at cost and, when appropriate, indirect costs. Indirect costs include *only those costs clearly excluded from the loaded hourly rate* and allocated in accordance with the offeror's usual accounting practices consistent with FAR Part 31. **No fee or profit shall be applied to materials, supplies, subcontracts, or other Non-Prime Contractor non-labor items under the resultant Contract.**

If the offeror elects to apply indirect costs to Other Direct Cost (ODC), then it must identify the indirect cost rate (or multiplier) applicable to the ODCs for the Base Period and Option Periods in Section B.5, Price Schedules. These rates will also remain fixed for the life of the Contract.

3. **Travel.** When travel is required, and approved by the NHTSA Contracting Officer's Technical Representative (COTR) and/or Task Order Manager (TOM), for the offeror's personnel under the resultant contract, it shall be done in accordance with FAR Part 31, as applicable to the resultant Contract, including all appropriate indirect costs allocated in accordance with the offeror's usual accounting practices consistent with the FAR.

The offeror (in accordance with its established accounting practices) may apply an indirect cost to such travel 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 Travel, then it must identify the indirect cost rate (or multiplier) applicable to the Travel Costs for the Base Period and Option Periods in Section B.5, Price Schedules.

## **B.4 PRICE SCHEDULE DEFINITIONS AND SPECIAL PROVISIONS**

### **B.4.1 "Loaded Hourly Rates"**

As used in the resultant Contract, "Loaded Hourly Rates" are composed of the hourly rates paid to an individual 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), and General and Administrative (G&A). Fee or Profit may be included in the loaded hourly rate also. However, see Subsection 2 of Section B.3 for the treatment of Subcontractor's labor rates. Indirect Cost Rates, as well as the percentage of fee, shall be negotiated and fixed at time of Contract award and shall remain fixed for the entire term of the Contract (to include Option Periods, if applicable).

**B.4.2** “Regular” Loaded Hourly Rate

Regular Loaded Hourly Rates reflect rates paid to a Contractor or Subcontractor's employee for work performed during the employee's normal workweek (generally 40 hours per workweek).

**B.4.3** “Overtime”

- a. “Normal Workweek” means, generally, a workweek of 40 hours. However, a workweek in excess of 40 hours can also be considered “normal” if: 1) the workweek does not exceed the norm for the area or industry, as determined by the customary practice, or law; and 2) the hours worked in excess of 40 in the workweek are not compensated at a premium rate of pay.
- b. “Overtime” means time worked by a Contractor's employee in excess of the employee's normal workweek.
- c. “Overtime Premium” means the difference between the Contractor's regular rate of pay to an employee for the shift involved and the higher rate paid for overtime.
- d. “General Policy” Overtime shall be used only when approved in advance by the Contracting Officer. Exceptions to this for qualified individuals may be approved if both the Contractor and the NHTSA Contracting Officer agree that an alternate work schedule is in the best interest to support Government requirements. Overtime shall be used only upon prior approval of the Contracting Officer.

**B.4.4** “Task Order”

A document that specifies work to be accomplished by the Contractor to satisfy a Government requirement (See Section G.1). Task Orders shall include the scope of work, period of performance, completion schedules, technical requirements, performance standards and acceptance criteria for deliverable products and agreed upon ceiling amount. Task Orders shall be considered “awarded” upon signing and dating of the Task Order by the NHTSA Contracting Officer. Task Orders become financial obligations of the Government at the time of award. Indefinite Quantity, Time and Materials Contracting procedures will be used in procuring services under Task Orders.

**B.4.5** “Task Order Period of Performance”

As it appears on each Task Order, the Task Order Period of Performance specifies the date on which the work shall commence and the date on which the work shall be completed. The commencement date may or may not coincide with the date of award referred to in B.4.4 above. In any event, the Period of Performance shall dictate the time frame in which work under the Task Order is to be performed.

**B.4.6** “Management Work Plan”

A document prepared by the Contractor which describes the work the Contractor will perform to satisfy the requirements of the Government for a particular Task Order. The plan shall include a project summary, description of activities that will be performed to deliver the required products and/or services, completion schedule and milestone chart, staffing schedule, and itemized costs.

**B.4.7** “Deliverable Products”

Any tangible products produced as the result of requirements specified in the Contract. Products may include: progress reports, data reports, events reports, and final reports. All products developed under the auspices of this Contract become the property of the U.S. Government.

**B.4.8** 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’ usual accounting 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, in the case of subcontractor personnel, home and the subcontractor) will not be reimbursed hereunder. Costs for travel to and from NHTSA Headquarters involving the Contractor or Subcontractor personnel assigned to NHTSA will not be reimbursable under the resultant Contract. Any

questions concerning NHTSA travel policy shall be directed to the Contracting Officer before costs are incurred.

NHTSA shall reimburse travel costs in accordance with the cost principles and procedures of FAR Part 31.205-46, 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, prescribe 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, prescribe by the Department of State, for travel in areas not covered 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.4.9 Labor Categories and Descriptions:** The following defines the duties each labor category shall be responsible for performing. This list, however, is not to be considered all inclusive.

**B.4.9.a. Principal Investigator/Senior Technical Program Manager:** Shall have experience as a principal investigator conducting and managing experiments and tests with human subjects and driver performance measurement and analysis studies. It is the responsibility of this position to: Monitor the contractor's staff to provide optimum technical and scientific support; Plan and budget the contract and task order effort appropriately; and Coordinate with the NHTSA/ COTR (Contracting Officer's Technical Representative) and Task Order Manager (TOM).

**B.4.9.b. Senior Experimental Psychologist/Human Factors Engineer:** Shall have a background in experimental or engineering psychology and/or industrial/human factors engineering. Shall have demonstrated experience in experimental design, statistical data analysis, and report writing. Shall have knowledge of, and skills related to computer driver performance measurement and data analysis. Shall have experience conducting

tests and studies related to vehicle crash avoidance systems. It is the responsibility of this position to: Develop evaluation or research designs that answer research or evaluation questions; Prepare associated written products; and Oversee analyses of test or research results.

**B.4.9.c Statistician:** Shall have experience in applying statistical techniques to analyze experimental human performance data and using statistical computer programs. It is the responsibility of this position to conduct any statistical analysis needed under the contract, including specifying the type of analysis that will be performed on the data, the statistical methods used, a sampling approach (if appropriate) and any software packages that may be needed (and are used) to complete an analysis.

**B.4.9.d Experimental Psychologist/Research Engineer:** Shall have experience in experimental or engineering psychology, and in conducting applied psychological research. Shall have the ability to use various statistical techniques to analyze experimental data. It is the responsibility of this position to perform literature searches and critically review previous research methodologies and findings.

**B.4.9.e Computer programmer/Software Engineer:** Shall have a bachelor's degree, or equivalent combination of education and experience in mechanical engineering, civil engineering, electrical engineering, computer engineering, computer science, industrial engineering, management information systems, business administration, or related field and at least 3 years of demonstrated experience in developing and integrating systems software and hardware. Shall have experience in systems integration for operator-in-the-loop simulator or instrumented vehicle applications and with version control and software configuration management.

**B.4.9.f Senior Photometric/Lighting Engineer:** Shall have experience conducting photometric tests of lamps and familiarity with photometric equipment and test procedures for automotive applications. Shall have experience in planning and conducting experimental testing of effects of vehicle lighting on driver performance.

**B.4.9.g Instrumentation Engineer:** Shall knowledge developing and using human factors data collection instrumentation and performing computer programming related to data collection and analysis

**B.4.9.h Research Associate:** Shall have the educational background and experience necessary to assist in conducting experiments; performing literature searches; developing and using experimental equipment, performing computer programming in support of human performance studies; reviewing research designs; and performing evaluations.

**B.4.9.i Research Assistant:** Shall assist senior staff in collecting human factors

experimental or test data.

**B.4.9.j Program Associate:** Shall have a bachelor's degree, or equivalent combination of education and experience, and at least 3 years experience in a research setting. Shall have experience in tracking financial data for multi-faceted large projects, generating multi-level monthly reports for projects involving several subcontractors, and providing project-specific administrative support.

**B.4.9.k Editor:** Shall have a bachelor's degree in english, journalism, or a related field, or an equivalent combination of education and experience, and experience in the editing and publication of documents.

**B.4.9.1 Clerical:** Shall provide document preparation services.

**B.5.A PRICE SCHEDULE**

**B.5.1** The ceiling price for the Base Period is TBD.

**BASE PERIOD I (Twenty-four (24) Months)  
 (1 month through twelve months after award)**

**LOADED HOURLY RATES**

<b>CLIN</b>	<b>Labor Categories</b>	<b>Regular</b>	<b>Overtime</b>
1000	Principal Investigator/Senior Technical Program Manager	\$ _____	\$ _____
1001	Senior Experimental Psychologist/Human Factors Engineer	\$ _____	\$ _____
1002	Statistician	\$ _____	\$ _____
1003	Experimental Psychologist/Research Engineer	\$ _____	\$ _____
1004	Computer programmer/software engineer	\$ _____	\$ _____
1005	Senior Photometric/Lighting Engineer	\$ _____	\$ _____
1006	Instrumentation Engineer	\$ _____	\$ _____
1007	Research Associate	\$ _____	\$ _____
1008	Research Assistant	\$ _____	\$ _____
1009	Program Associate	\$ _____	\$ _____
1010	Editor	\$ _____	\$ _____
1011	Clerical	\$ _____	\$ _____

The offeror may propose additional labor categories it considers necessary to perform the proposed effort.

**Other Labor Categories (If Applicable)**

1012	_____	\$ _____	\$ _____
1013	_____	\$ _____	\$ _____
1014	_____	\$ _____	\$ _____

**Subcontract Labor (If Applicable)**

1015	_____	\$ _____	\$ _____
1016	_____	\$ _____	\$ _____
1017	_____	\$ _____	\$ _____

1018 Offeror’s applied Indirect Rate to “Other Direct Costs” (ODCs) if any \_\_\_\_\_%

1019 Offeror’s applied Indirect Rate to “Travel”, if any \_\_\_\_\_%

NOTE: No overtime shall be used in the performance of the work without prior written approval of the Contracting Officer. If the offeror pays overtime for any of the labor categories as indicated above, then submit evidence (time sheet) with offer and refer to Section B.4.3 of the solicitation regarding overtime payment.

**B.5.A PRICE SCHEDULE**

**B.5.2** The ceiling price for the Base Period is TBD.

**BASE PERIOD I (Twenty-four (24) Months)  
 (12 month through 24 months after award)**

**LOADED HOURLY RATES**

<b>CLIN</b>	<b>Labor Categories</b>	<b>Regular</b>	<b>Overtime</b>
2000	Principal Investigator/Senior Technical Program Manager	\$ _____	\$ _____
2001	Senior Experimental Psychologist/Human Factors Engineer	\$ _____	\$ _____
2002	Statistician	\$ _____	\$ _____
2003	Experimental Psychologist/Research Engineer	\$ _____	\$ _____
2004	Computer programmer/software engineer	\$ _____	\$ _____
2005	Senior Photometric/Lighting Engineer	\$ _____	\$ _____
2006	Instrumentation Engineer	\$ _____	\$ _____
2007	Research Associate	\$ _____	\$ _____
2008	Research Assistant	\$ _____	\$ _____
2009	Program Associate	\$ _____	\$ _____
2010	Editor	\$ _____	\$ _____
2011	Clerical	\$ _____	\$ _____

The offeror may propose additional labor categories it considers necessary to perform the proposed effort.

**Other Labor Categories (If Applicable)**

2012	_____	\$ _____	\$ _____
2013	_____	\$ _____	\$ _____
2014	_____	\$ _____	\$ _____

**Subcontract Labor (If Applicable)**

2015	_____	\$ _____	\$ _____
2016	_____	\$ _____	\$ _____
2017	_____	\$ _____	\$ _____

2018 Offeror’s applied Indirect Rate to “Other Direct Costs” (ODCs) if any \_\_\_\_\_%

2019 Offeror’s applied Indirect Rate to “Travel”, if any \_\_\_\_\_%

NOTE: No overtime shall be used in the performance of the work without prior written approval of the Contracting Officer. If the offeror pays overtime for any of the labor categories as indicated above, then submit evidence (time sheet) with offer and refer to Section B.4.3 of the solicitation regarding overtime payment.

**B.5 PRICE SCHEDULE**

**B.5.3** The ceiling price for Option Period is TBD.

**OPTION PERIOD I (Thirty-six (36) Months)  
 (25 months through 36 months after award)**

**LOADED HOURLY RATES**

<u>CLIN</u>	<u>Labor Categories</u>	<u>Regular</u>	<u>Overtime</u>
3000	Principal Investigator/Senior Technical Program Manager	\$ _____	\$ _____
3001	Senior Experimental Psychologist/Human Factors Engineer	\$ _____	\$ _____
3002	Statistician	\$ _____	\$ _____
3003	Experimental Psychologist/Research Engineer	\$ _____	\$ _____
3004	Computer programmer/software engineer	\$ _____	\$ _____
3005	Senior Photometric/Lighting Engineer	\$ _____	\$ _____
3006	Instrumentation Engineer	\$ _____	\$ _____
3007	Research Associate	\$ _____	\$ _____
3008	Research Assistant	\$ _____	\$ _____
3009	Program Associate	\$ _____	\$ _____
3010	Editor	\$ _____	\$ _____
3011	Clerical	\$ _____	\$ _____

The offeror may propose additional labor categories it considers necessary to perform the proposed effort.

**Other Labor Categories (If Applicable)**

3012	_____	\$ _____	\$ _____
3013	_____	\$ _____	\$ _____
3014	_____	\$ _____	\$ _____

**Subcontract Labor (If Applicable)**

3015	_____	\$ _____	\$ _____
3016	_____	\$ _____	\$ _____
3017	_____	\$ _____	\$ _____

3018 Offeror’s applied Indirect Rate to “Other Direct Costs” (ODCs) if any \_\_\_\_\_%

3019 Offeror’s applied Indirect Rate to “Travel”, if any \_\_\_\_\_%

NOTE: No overtime shall be used in the performance of the work without prior written approval of the Contracting Officer. If the offeror pays overtime for any of the labor categories as indicated above, then submit evidence (time sheet) with offer and refer to Section B.4.3 of the solicitation regarding overtime payment.

**B.5 PRICE SCHEDULE**

**B.5.4** The ceiling price for Option Period is TBD.

**OPTION PERIOD I (Thirty-six (36) Months)**

(36 months through 48 months after award)

**LOADED HOURLY RATES**

<u>CLIN</u>	<u>Labor Categories</u>	<u>Regular</u>	<u>Overtime</u>
4000	Principal Investigator/Senior Technical Program Manager	\$ _____	\$ _____
4001	Senior Experimental Psychologist/Human Factors Engineer	\$ _____	\$ _____
4002	Statistician	\$ _____	\$ _____
4003	Experimental Psychologist/Research Engineer	\$ _____	\$ _____
4004	Computer programmer/software engineer	\$ _____	\$ _____
4005	Senior Photometric/Lighting Engineer	\$ _____	\$ _____
4006	Instrumentation Engineer	\$ _____	\$ _____
4007	Research Associate	\$ _____	\$ _____
4008	Research Assistant	\$ _____	\$ _____
4009	Program Associate	\$ _____	\$ _____
4010	Editor	\$ _____	\$ _____
4011	Clerical	\$ _____	\$ _____

The offeror may propose additional labor categories it considers necessary to perform the proposed effort.

**Other Labor Categories (If Applicable)**

4012	_____	\$ _____	\$ _____
4013	_____	\$ _____	\$ _____
4014	_____	\$ _____	\$ _____

**Subcontract Labor (If Applicable)**

4015	_____	\$ _____	\$ _____
4016	_____	\$ _____	\$ _____
4017	_____	\$ _____	\$ _____

4018 Offeror’s applied Indirect Rate to “Other Direct Costs” (ODCs) if any \_\_\_\_\_%

4019 Offeror’s applied Indirect Rate to “Travel”, if any \_\_\_\_\_%

NOTE: No overtime shall be used in the performance of the work without prior written approval of the Contracting Officer. If the offeror pays overtime for any of the labor categories as indicated above, then submit evidence (time sheet) with offer and refer to Section B.4.3 of the solicitation regarding overtime payment.

**B.5 PRICE SCHEDULE**

**B.5.5** The ceiling price for Option Period is TBD.

**OPTION PERIOD I (Thirty-six (36) Months)  
 (48 months through 60 months after award)**

**LOADED HOURLY RATES**

<u>CLIN</u>	<u>Labor Categories</u>	<u>Regular</u>	<u>Overtime</u>
5000	Principal Investigator/Senior Technical Program Manager	\$ _____	\$ _____
5001	Senior Experimental Psychologist/Human Factors Engineer	\$ _____	\$ _____
5002	Statistician	\$ _____	\$ _____
5003	Experimental Psychologist/Research Engineer	\$ _____	\$ _____
5004	Computer programmer/software engineer	\$ _____	\$ _____
5005	Senior Photometric/Lighting Engineer	\$ _____	\$ _____
5006	Instrumentation Engineer	\$ _____	\$ _____
5007	Research Associate	\$ _____	\$ _____
5008	Research Assistant	\$ _____	\$ _____
5009	Program Associate	\$ _____	\$ _____
5010	Editor	\$ _____	\$ _____
5011	Clerical	\$ _____	\$ _____

The offeror may propose additional labor categories it considers necessary to perform the proposed effort.

**Other Labor Categories (If Applicable)**

5012	_____	\$ _____	\$ _____
5013	_____	\$ _____	\$ _____
5014	_____	\$ _____	\$ _____

**Subcontract Labor (If Applicable)**

5015	_____	\$ _____	\$ _____
5016	_____	\$ _____	\$ _____
5017	_____	\$ _____	\$ _____

5018 Offeror’s applied Indirect Rate to “Other Direct Costs” (ODCs) if any \_\_\_\_\_%

5019 Offeror’s applied Indirect Rate to “Travel”, if any \_\_\_\_\_%

NOTE: No overtime shall be used in the performance of the work without prior written approval of the Contracting Officer. If the offeror pays overtime for any of the labor categories as indicated above, then submit evidence (time sheet) with offer and refer to Section B.4.3 of the solicitation regarding overtime payment.

**SECTION C - DESCRIPTION, SPECIFICATION,**

## **WORK STATEMENT**

### **C.1 Background**

The National Highway Traffic Safety Administration, Human Factors/Engineering Integration Division, conducts studies to identify, measure, and evaluate the human factors aspects of various interactions and interfaces between driver and vehicle and evaluate their impact on safety, including vehicle safety systems designed to reduce crash risk or mitigate crashes. In addition, the study results provide the basis for developing concepts for countermeasures that may minimize crash risk. Development of effective countermeasures requires an understanding of the distribution of how the driving population processes information from the vehicle and roadway environment and then responds with vehicle control actions to avoid collisions. This interaction between the driver and the vehicle occurs through operation of controls, braking, steering, reading displays, interpreting signal light cues from other vehicles, and observing roadway events through direct and indirect visibility systems (i.e., windows and mirrors). These interactions define the interfaces between the driver and the vehicle. The manner in which these interfaces are designed and implemented can influence the ability of drivers to accurately sense, understand, and respond to potential traffic conflicts. An interface design that is not matched to the capabilities of the driving population can cause driver errors, distraction, slow response, misperception, and other problems that can contribute to crash causation.

To understand the role of driver/vehicle interaction in crash avoidance, various types of human factors studies are needed to obtain data on driver performance and behavior in response to various vehicle system design parameters that comprise this interface. Examples of crash avoidance systems of interest to NHTSA include:

- Information system displays and controls
- Collision warning systems
- Forward and rearward lighting/signaling systems
- Mirrors and other indirect visibility systems (i.e., video)
- Vehicle glazing that affects driver visibility
- Conspicuity treatments
- Advanced displays
- Driver assistance systems to promote safe behaviors

Detailed information on how drivers interact with these types of vehicle subsystems is needed to better understand how they affect crash risk, to define system performance requirements that are compatible with the range of driver capabilities, and to predict the effectiveness of possible countermeasures. This information might include such topics as:

- Driver decision making during different driving tasks (e.g., lane changing)
- The effects of driver age-related factors on performance
- The factors affecting driver brake application reaction time and pedal force

- Factors influencing drivers decisions to perform steering maneuvers vs. braking
- Driver expectancies and their influence on driver behavior
- Driver risk taking and effects on decision making
- Measurement of driver distraction
- Driver visual search behaviors
- Driver detection and recognition of hazards
- Driver braking and steering behavior

## **C.2 General Objective**

The objective of this Indefinite Delivery, Indefinite Quantity (IDIQ) Contract is to provide NHTSA with the capability to award Task Orders that require a range of research skills that could be called into use to quickly plan, conduct, and document studies which evaluate how various vehicle-based systems affect driver behavior and performance using experiments in a laboratory setting, simulator, test track, or on public roads. As a general rule, the contractor will be required to begin work within 14 calendar days after Task Order award.

## **C.3 Task Order Requirements**

C.3.1 The research efforts to be conducted under this contract will require various types of experimental and human factors studies. Accordingly, general requirements may include:

1. Designing experiments;
2. Statistical analysis of experimental data;
3. Conducting tests and experiments in laboratory, simulator, test track, and on-road settings;
4. Countermeasure identification and evaluation (including hardware and software).
5. Measuring driver performance;
6. Conducting focus groups
7. Developing questionnaires
8. Reporting results of studies;
9. Literature searches and critical reviews;
10. Computerized data collection techniques;
11. Design and construction of driver performance measurement instrumentation;
12. Software development to support data collection and analysis;
13. Selecting and recruiting subjects for testing;
14. Preparing analyses and reports for Institutional Review Boards to obtain approval to use subjects in experiments;
15. Photometry of vehicle lighting.
16. Crash data analysis
17. Modeling driver performance

C.3.2 The types of studies that may be undertaken could require knowledge of such topics as:

1. Data collection and reduction,
2. Vision and perception concepts related to driving vehicles,
3. Cognitive functions of decision making,
4. Driver steering and braking response,
5. Attentional processes,
6. Driving task requirements,
7. Crash avoidance countermeasure concepts and technologies.
8. Effects of aging on driver performance

C.3.3 In performing under this contract, the contractor may be required to utilize equipment and facilities such as:

1. Instrumentation for measuring driver performance in on-road, real-world settings;
2. Suitable non-public roadways or test tracks for controlled studies of driver performance;
3. Vehicles for use in subject testing;
4. Light measurement (photometric) instrumentation;
5. In-vehicle video camera systems ;
6. Facilities to mock-up test apparatus, such as vehicle bucks, roadway objects, advanced information displays, and lighting systems;
7. Laboratory facilities, including simulators, for testing subjects under highly controlled conditions;
8. Computers for automated data collection and analysis.

C.3.4 Examples of potential Human Factors Task Order requirements include:

1. Application of distraction measurement techniques to various in-vehicle information systems;
2. Comparison of the effects of different types of crash warning system interfaces on driver performance and acceptance;
3. Assessment of the effects of different false alarms rates on driver reaction to crash warning systems;
4. Assessment of the effects of non-standardized interface designs on driver performance;
5. Identification of driving performance indicators that predict unsafe driver states, such as inattention or drowsiness;
6. Evaluation of the effect of automation complacency with increased automation of the driving task and methods to mitigate any adverse effects;
7. Identification of effective methods of delivering consumer information to enhance driver operation of various vehicle technologies;
8. Identification and evaluation of vehicle-based aids for reducing unsafe behaviors in novice drivers and aging drivers;

9. Evaluation of factors influencing drivers' judgments of time-to-collision with approaching vehicles in different driving scenarios simulated in a driving simulator or on a test track;
10. Correlation of simulator results with test track results;
11. Evaluation of the learning curve for various advanced vehicle technologies and methods for shortening the time;
12. Evaluation of older drivers' performance using different crash avoidance technologies;
13. Analyze crash data to determine the potential for various automotive technologies to mitigate crashes.

Note: See Section J for Optional Task Order #1 request

## **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).

All deliverables under the resultant Contract shall be sent to the “Place of Delivery”, as specified in Section F, Deliveries or Performance.

**NOTE:** In an effort to protect employees working at Federal Government Facilities, the Department of Transportation (DOT)/ National Highway Traffic Safety Administration (NHTSA) is currently screening/ testing all incoming mail for harmful and potentially fatal substances. Due to the screening/ testing procedures at the DOT/ NHTSA, incoming mail may be delayed in reaching its intended recipient. The Contractor is solely responsible for ensuring that all deliverables under the resultant Contract reach their intended recipients at DOT/ NHTSA – *on time* – in accordance with Section F, Deliveries or Performance.

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## **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 Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at the following: <http://acquisition.gov/far>

NOTE: Clauses incorporated by reference are indicated by an “X”

X 52.246-6 Inspection of Services – Time-and-Material and Labor-Hour (MAY 2001)

X 52.246-16 Responsibilities for Supplies (APR 1994)

## **E.2                    INSPECTION AND/OR ACCEPTANCE**

The Contracting Officer's Technical Representative 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.

**SECTION F - DELIVERIES OR PERFORMANCES**  
(APR 1984)

provide for any necessary funding adjustments.

**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: Clauses incorporated by reference are indicated by an “X”

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**

a. The period of performance of this contract shall be for a base period of twenty-four (24) months from the effective date of contract award. The Government reserves the right to add one (1) thirty-six (36) month option period resulting in a total period of performance, including option years, of five (5) years.

(See Section H.1, Option to Extend the Term of the Contract.)

b. Task Orders may be placed under this contract from the effective date of the contract through the scheduled expiration date. Task Orders may extend beyond the contract's expiration date by no more than (3) months. All terms and conditions of the contract shall be in effect until such time as all Task Orders have been completed.

c. If the Government does not execute an option to extend the term of the contract, and the performance period of an executed Task Order extends past the expiration date of the contract, the Government will reimburse the Contractor at the rates specified in the executed Task Order.

e. If the Government does execute an option to extend the term of the contract, and the performance period of a previously-executed Task Order extends into the newly-exercised option period, the contractor may request an adjustment to the

Task Order. The adjustment would reflect the hourly labor rates in effect and the level of effort which is estimated to be expended during the option period. However, any requests for adjustments must be received by the NHTSA Contracting Officer no more than 30 days after the option to extend the term has been exercised. The Contracting Officer will assess the proposal/request and, as appropriate, modify the Task Order to allow for billing at the applicable rates and provide for any necessary funding adjustments.

**F.3 DELIVERABLES/MILESTONES**

**a. Delivery Schedule**

Specific delivery, reporting requirements and milestones shall be established by the Contracting Officer and identified in each Task Order Assignment. However, for all Task Orders the following items shall be delivered in accordance with the following schedule:

<b>Item #</b>	<b>Deliverable/ Milestone</b>	<b>Due Date</b>	<b>Delivery Instructions</b>
1	Contract Kick-off Meeting (M)	14 calendar days	
2	Task Order Progress Reports (M) (D)	To be determined (TBD) at the time of task order award.	Note (1)
3	Additional Deliverables as Specified in Each Task Order.	To be determined (TBD) at the time of task order award.	Note (2)

**b. Delivery Instructions**

Note (1): Monthly Progress Reports shall be transmitted to the NHTSA Contract Specialist and the NHTSA Contracting Officer’s Technical Representative so as to reach these individuals by no later than the 10<sup>th</sup> of the month following the month being reported. The preferred method of transmission is via e-mail. The following are specific mail and e-mail addresses where Monthly Progress Reports should be delivered.

DOT/NHTSA/NVS-  
 TBD at award  
 1200 New Jersey Avenue, SE  
 Washington DC 20590

Attention: (To be named at time of Contract Award.)

DOT/NHTSA/NPO-320  
1200 New Jersey Avenue, SE  
Washington DC. 20590  
Attention: Larry Gooding, Senior Contract Specialist  
[Larry.gooding@dot.gov](mailto:Larry.gooding@dot.gov)

Note (2): Each Task Order may prescribe specific deliverables which apply to that specific Task Order. In those cases, the delivery schedule as well as applicable mail/e-mail addresses will be stated in each Task Order.

#### **F.4 Reporting Requirements**

##### **a. Monthly Progress Report Requirements**

In accordance with the schedule detailed in Section F.3.a. above, the Contractor shall furnish a Monthly Progress Report for each individual Task Order outstanding. The Monthly Progress Report must provide at least the following information:

- A brief narrative on the work accomplished during the reporting period.
- Identification of any problems encountered that would affect the completion of a Task Order within the time and money constraints set forth in the Task Order, together with recommended solutions to such problems.
- The current and cumulative costs expended versus scheduled costs.
- The current and cumulative person-hours expended by labor category during the reporting period versus the scheduled person-hours.

b. It is envisioned that meetings, conferences, and conference calls between NHTSA and the Contractor will be required during the term of the resultant Contract.

c. Task Order Final Report – The Task Order Final Report will be specified by each Task Order issued under the resultant Contract.

#### **F.5 ELECTRONIC DATA SUBMISSION**

Electronic data files shall be provided on CD ROM or DVD formatted in accordance with the NHSTA EV5 data format as specified in the Version 5 Test Reference Guides, containing the following:

- Digital still photographs of the cylinders/fuel systems and test fixture(s) pre and post test for each test
- Digital still photographs of cylinder labels
- Electronic video of each test event
- Electronic copy of time history data traces from test instrumentation
- Electronic copy of the test/final report

Solicitation No. DTHN22-08-R-00112  
PR No. NVS-08-04308

Copies of the guides may be downloaded from the web site, <http://www-nrd.nhtsa.dot.gov/software/entree/index.htm>.

**SECTION G - CONTRACT ADMINISTRATION DATA**

**G.1 TASK ORDERS**

Task Orders will be used to obtain the required services and other support involving activities stated in Section C as identified by the Government. Task Orders performed under the resultant Contract shall be negotiated and ordered on an as-required basis by the NHTSA Contracting Officer (CO).

The following procedures will be used in issuing Task Orders under the resultant Contract:

- a. NHTSA personnel will prepare a statement of the work requirements, including projected milestones and deliverables, and a description of the necessary support required. The NHTSA CO shall submit the proposed Task Order to the Contractor for evaluation.
- b. The Contractor shall prepare and submit to the NHTSA CO an estimate of the resources necessary to fulfill the work requirements and the proposed cost. The cost proposal shall be submitted on a time-and-materials basis. The prices proposed by the Contractor for any services or support provided for in Section C shall incorporate the prices negotiated under Section B.5 at the rates in effect on the date the proposal is submitted. The Contractor shall also include, as a negotiable item, any other direct cost not otherwise provided for in Section B, but deemed necessary for the performance of work. The Contractor may, on occasion, be required to submit a Technical proposal as well.
- c. The NHTSA CO and the NHTSA program personnel will evaluate the Contractor's proposal, clarify or discuss any concerns, agree upon a ceiling amount for the work being ordered and the delivery schedule, and, upon acceptance, return an executed original of the Task Order to the Contractor. Personnel assignments proposed by the Contractor may be approved by the NHTSA CO prior to appointments being made. The NHTSA CO reserves the option to refuse a personnel appointment
- d. Task Orders shall be bilateral agreements between NHTSA and the Contractor.
- e. As specified in the Task Order, the Contractor shall meet with the NHTSA COTR and/or TOM to discuss the details and requirements of the Task Order. The meeting will usually be held at NHTSA headquarters in Washington D.C., or a location that is both convenient to the Contractor

and the NHTSA COTR and/or TOM. The outcome of this meeting will be a clear understanding of the goals and objectives of the Task Order. At this meeting, the Contractor shall raise any questions about the Task Order for clarification of issues and anticipated potential obstacles to the successful completion of the Task Order on time and within budget. The Contractor's questions will be resolved to the satisfaction of both the Contractor and the NHTSA COTR and/or TOM.

- f. The Task Order may be modified by supplemental agreement executed by both parties.

## **G.2 TASK ORDER FORMAT AND CONTENT**

Each Task Order issued under the resultant Contract shall be executed by authorized representatives of both parties and shall consist of the following:

- a. A face page which identifies the Contract Number and the assigned Task Order Number. The Task Order shall identify the Fiscal Year and be numbered.
- b. A project title and statement of work, identifying milestones and deliverables, including any reporting requirements.
- c. A period of performance.
- d. A financial administration section which indicates the Task Order Ceiling Price based upon the labor-hours and other direct costs. This section shall specify the amount obligated and the accounting data charged with the obligation. In addition, the frequency of invoicing and the designated billing office shall be stated.
- e. A list of any Contractor employees identified as Key Personnel. In addition, if applicable, the designation of the NHTSA Task Order Manager (TOM) for each individual Task Order.
- f. A Property section if the Contractor is authorized to acquire, or if the Government is obligated to furnish, property under the Task Order. Title determination shall be specified if property acquisition is authorized.
- g. Any other special provisions appropriate for the Task Order for which discussions were conducted and agreement reached by the parties. Such provisions may involve limitations on the use of proprietary data, rights in computer software, etc.

**G.3 LIMITATION OF FUNDS (TASK ORDERS)**

- a. The amount presently available for payment by the Government and allotted to any Task Order issued under the resultant Contract will appear on each individual Task Order face page under the heading “Accounting and Appropriation Data” as “Funds Currently Available”. The period of performance covered by the “Funds Currently Available” will appear next to the heading “Funded Period of Performance.” For Task Orders not fully funded at time of Task Order award, the parties contemplate that the Government will allot additional funds incrementally up to the ceiling specified on each individual Task Order. The Contractor agrees to perform, or have performed, work on each Task Order up to the point at which the total amount paid and payable by the Government under any Task Order approximates, but does not exceed, the total amount actually allotted by the Government to the Task Order.
- b. The Contractor shall notify the NHTSA CO in writing whenever it has reason to believe that the costs it expects to incur under any Task Order in the next sixty (60) days, when added to all costs previously incurred, will exceed 75 percent of the total amount so far allotted to the Task Order by the Government. The notice shall state the estimated amount of additional funds required to continue performance for the period specified on the Task Order as “Funded Period of Performance.”
- c. Sixty (60) days before the end of the period specified on any Task Order, the Contractor shall notify the NHTSA CO in writing of the estimated amount of additional funds, if any, required to continue timely performance under the Task Order and when the funds will be required.
- d. If, after notification, additional funds are not allotted by the end of the funded period specified on any Task Order or another agreed-upon date, upon the Contractor’s written request the NHTSA CO will terminate the Task Order 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 NHTSA CO may terminate the Task Order on that later date.
- e. Except as required by other provisions of the resultant 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 any Task Order; and

- (2) The Contractor is not obligated to continue performance under any Task Order (including actions under the Termination clause of this Contract) or otherwise incur costs in excess of the amount than allotted to any Task Order by the Government until the NHTSA CO notifies the contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total allotted by the Government to any Task Order under the resultant 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 NHTSA CO, shall affect the amount allotted by the Government to any Task Order under the resultant Contract. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to any Task Order, whether incurred during the course of the Task Order or as a result of termination.
- g. When, and to the extent that the amount allotted by the Government to any Task Order is increased, any costs the Contractor incurred before the increase that are in excess of the amount previously allotted by the Government shall be allowable to the same extent as if incurred afterward, unless the NHTSA CO issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.
- h. Change orders shall not be considered an authorization to exceed the estimated cost to the Government specified in the Schedule, unless they contain a statement increasing the estimated cost.
- i. Nothing in this clause shall affect the right of the Government to terminate any Task Order under the resultant Contract, or the Contract in its entirety. If this Contract, or any Task Order under the resultant Contract, is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under Task Order.

#### **G.4 SUBMISSION OF INVOICES**

In order to be considered a “proper invoice,” the following information must be included:

1. Name and address of the contractor.
2. Invoice date and invoice number. The contractor should date invoices as close as possible to the date of the mailing or transmission.

3. Timeframe covered by the invoice.
4. NHTSA Contract number.
5. NHTSA Contracting Officer's Name.
6. NHTSA Contracting Officer's Technical Representative's and/or Task Order Manager's name.
7. Itemization of costs to include:
  1. Contract Line Item Number (CLIN);
  2. Number of hours worked for each Labor Category billed;
  3. Associated Labor Rate for each Labor Category billed;
  4. Total reimbursement requested for that specific invoice;
  5. Cumulative Total of reimbursements to date;
  6. Labor charges are to be substantiated by individual daily job time cards or a record of time worked showing personnel used, hours worked, and amounts charged, with such records to be retained by the contractor and made available for the Government's inspection on an "as-required" basis.

In addition to the current billing period, the invoice shall identify the cumulative totals.

7. Name and address of contractor official to whom questions regarding payment should be referred.

8. Taxpayer Identification Number (TIN).

9. 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.

10. If the invoice does not comply with these requirements, the invoice will be returned as an improper invoice within seven (7) calendar days after receipt.

## **G.5 PAYMENTS**

Payments under the resultant Contract shall be in accordance with the provisions of FAR

52.232-7 Payments under Time-and-Materials and Labor-Hour Contracts (FEB 2007) and 52.232-25 Prompt Payment (OCT 2003), both of which are incorporated by reference under this Solicitation and resultant Contract.

**G.6 PAYMENT DUE DATE**

For purposes of the resultant Contract, interim payments for incremental performance under an individual Task Order shall be treated as “contract financing payment” 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.

- a. Payments under this contract will be due on the 30<sup>th</sup> calendar day after the later of:
  - (1) The date of actual receipt of a 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 in payment or the date of payment by wire transfer through the Treasury Financial Communications system shall be considered to be the date payment is made.

**G.7 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 (OCT 2003).
- (b) Contract financing payments shall not be assessed an interest penalty for payment delays.

**G.8 METHOD OF PAYMENT BY ELECTRONIC FUNDS TRANSFER**

Payments made under the resultant Contract shall be made via Electronic Funds Transfer (EFT). To facilitate this method of payment, the Contractor shall register in the Central Contractor Registration (CCR) database pursuant to FAR Clause 52.204-7 (JULY 2006), Central Contractor Registration. The Contractor shall remain so registered in the CCR database until final payment is submitted and made.

Additionally, the Contractor shall comply with the requirements of solicitation provision 52.232-38, Submission of Electronic Funds Transfer Information With Offer (MAY 1999), found in full text in Section L, and resultant Contract clause 52.232-33, Payment by Electronic Transfer – Central Contractor Registration, which has been incorporated by reference in Section I, Clauses.

**G.9 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE**

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

- a. The Contracting Officer will designate a technical representative to assist in monitoring the work under the resultant contract. The COTR serves as the technical liaison with the contractor. The COTR is *not* authorized to change the scope of work or specifications as stated in the contract, to make any commitments or otherwise obligate the Government, or to authorize any changes which affect the contract price, delivery schedule, period of performance or other terms or conditions
- b. In the event any technical direction is interpreted by the contractor to be outside of this contract, the contractor shall not implement such direction, but shall notify the Contracting Officer in writing of such interpretation within five (5) 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 Contracting Officer is the only individual who can legally commit or obligate the Government for the expenditure of public funds. The technical administration of the resultant contract shall not be construed to authorize the revision of the terms and conditions of this contract. Any such revision shall be authorized only in writing by the Contracting Officer.

**G.10 REVIEW OF SERVICES AND TIME RECORDS**

(a) The official(s) designated below shall be responsible for appropriate review of all services to be performed under this contract. In so doing, such official(s) shall have the right to (1) review for accuracy the Contractor's time and attendance records of all workers assigned under the contract; (2) make frequent periodic visits to the work site to check on the presence of workers whose time is charged thereto.

Name: \_\_\_\_\_\*,  
Address:  
Telephone:

*\*To be announced at time of contract award.*

***(b) Designation of "Alternate" COTR In the event that the NHTSA COTR and/or TOM of record is unavailable for a period of time that would jeopardize the timely certification of incoming invoices, then the person indicated below has been designated by the NHTSA Contracting Officer to perform the functions associated with the certification of invoices ordinarily performed by the NHTSA COTR and/or TOM. The "Alternate" COTR and/or TOM shall have no other responsibility under the contract than to certify invoices only in the absence of the NHTSA COTR and/or TOM.***

Name: \_\_\_\_\_\*

Address:

Telephone:

*\*To be announced at time of contract award.*

#### **G.11 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 NHTSA COTR and/or TOM 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 NHTSA COTR and/or TOM or his duly authorized representative may issue within the terms and conditions of the resultant Contract.

#### **G.12 TRANSPORTATION ACQUISITION REGULATION CLAUSE (TAR) 1252.215-70, KEY PERSONNEL AND/OR FACILITIES (OCT 1994)**

- (a) The personnel and/or facilities as specified below are considered essential to the work being performed hereunder 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 and/or facilities, as appropriate.
- (b) Prior to removing, replacing, or diverting any of the specified individuals or facilities, the Contractor shall notify in writing, and receive consent from, the Contracting Officer reasonably in advance of the action and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

- (c) The Contractor shall *not* remove, replace, or divert any key personnel and/or facilities without obtaining the prior written consent of the Contracting Officer. The Contracting Officer may ratify in writing, the change and such ratification shall constitute the consent of the Contracting Officer required by this clause.

The Key Personnel and/or Facilities under this Contract:

<u>NAME</u>	<u>POSITION</u>
_____	_____
_____	_____
_____	_____

## **SECTION H – SPECIAL CONTRACT REQUIREMENTS**

### **H.1 OPTION FOR INCREASED QUANTITY**

The Government may increase the quantity of supplies called for in Section B.4, Prices Schedule at the unit prices specified. The Contracting Officer may exercise the option(s) at any time within the term of the contract by issuing a unilateral modification. Delivery of the added items shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree.

### **H.2 FAR 52-217-9 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 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- b. If the Government exercises this option, the extended contract shall be considered to include this option clause.
- c. The total duration of this contract, including the exercise of any options under this clause, shall not exceed sixty (60) months.

### **H.3 INTERPRETATION OF TESTING**

Any conflict in the interpretation of the testing prescribed herein must be presented to the COTR for discussion and resolution prior to conducting a test. Failure to agree on a resolution shall be resolved in accordance with the Dispute Clause of the contract.

### **H.4 CONFIDENTIALITY OF REPORTS AND OTHER DATA**

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 COTR.

The contractor shall protect and segregate the data that evolves fuel system integrity testing before and after each vehicle test. No information concerning the hydrogen fuel cell vehicle safety testing program shall be released to anyone except the COTR, unless specifically authorized by the COTR or the COTR's Division Chief.

### **H.5 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  
Property Control, NPO-230  
1200 New Jersey Avenue S.E.,  
Washington, D. C. 20590  
Attention: Industrial Property Management Specialist

- d. In accordance with TAR 1245.508, Physical Inventories, 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.
- d. The following property will be furnished to the Contractor by the Government for use in the performance of this contract:

## **H.6 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.7 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.8 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.9 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/>) further information on these requirements.

## **H.10 52.217.8 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 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 dates before contract expiration.

(End of Clause)

**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<br>(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 Copied Double-Sided on Recycled Paper. (AUG 2000)  |
| <u>X</u> | 52.204-7  | Central Contractor Registration (JUL 2006)  |
| <u>X</u> | 52.209-6  | Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (SEPT 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> | 52.215-17 | Waiver of Facilities Capital Cost of Money (OCT 1997)   |
| <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> | 52.219-16 | Liquidated Damages – Subcontracting Plan (JAN 1999)   |
| <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> | 52.222-26 | 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. (SEPT 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. (SEPT 2006)                |
| <u>X</u> | 52.222-41 | Service Contract Act of 1965 (NOV 2007)   |
| <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 (DEC 2007)
<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>	52.232-7	Payments under Time-and-Materials and Labor-Hour Contracts (FEB 2007)
<u>X</u>	52.232-9	Limitation on Withholding of Payments (APR 1984)
<u>X</u>	52.232-17	Interest (JUN 1996)
<u>X</u>	52.232-22	Limitation of Funds (APR 1984)
<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. (JUL 2002) – Alternate I (DEC 1991)
<u>X</u>	52.233-3	Protest after Award (AUG 1996) - Alternate I (JUN 1985)
<u>X</u>	52.233-4	Applicable Law for Breach of Contract Claim (OCT 2004)
<u>X</u>	52.242-1	Notice of Intent to Disallow Costs (APR 1984)
<u>X</u>	52.242-3	Penalties for Unallowable Costs (May 2001)
<u>X</u>	52.242-13	Bankruptcy (JUL 1995)
<u>X</u>	52.243-3	Changes—Time-and-Materials or Labor-Hours (SEPT 2000)
<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 (JUNE 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>	52.249-6	Termination (Cost Reimbursement) (MAY 2004) Alternate IV (SEPT 1996)
<u>X</u>	52.249-14	Excusable Delays (APR 1984)

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

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

	<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.

**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.3.2 52.216-18 ORDERING (OCT 1995).**

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through expiration date of the contract.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

**I.3.3 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

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

in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after expiration date of the contract.

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

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

**END OF CLAUSE**  
**PART III - LIST OF ATTACHMENTS**

## **SECTION J**

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

**1) Optional Task Order #1**

**Pages 19**

**2) Task Order Proposal Submissions**

**Pages 9**

**NOTE: This is an Optional Task Order, please proposal separately from main proposal. Your participation with this task order does not limit you from being considered on the main contract.**

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

**1. 52.204-7 - ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 20065).**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is \_541330].

(2) The small business size standard is 4.5 Million.

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

(b) (1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (b) 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 (b) instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (b) applies.

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

(b) The offeror has completed the annual representations and certifications electronically via the On-Line Representations and Certifications Applications (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) 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. 52.219-9 – SMALL BUSINESS SUBCONTRACTING PLAN (APR 2008)**

(a) This clause does not apply to small business concerns.

(b) *Definitions.* As used in this clause--

“Commercial item” means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

“Commercial plan” means a subcontracting plan (including goals) that covers the offeror’s fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (*e.g.*, division, plant, or product line).

“Individual contract plan” means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror’s planned subcontracting in support of the specific contract except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

“Master plan” means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

“Subcontract” means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business concerns, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and with women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror’s subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all

subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of --

- (i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;
- (ii) Total dollars planned to be subcontracted to small business concerns;
- (iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;
- (iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;
- (v) Total dollars planned to be subcontracted to HUBZone small business concerns;
- (vi) Total dollars planned to be subcontracted to small disadvantaged business concerns; and
- (vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to --

- (i) Small business concerns,
- (ii) Veteran-owned small business concerns;
- (iii) Service-disabled veteran-owned small business concerns;
- (iv) HUBZone small business concerns;
- (v) Small disadvantaged business concerns, and
- (vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d) (1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (*e.g.*, existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its

responsibilities (*e.g.*, outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with --

- (i) Small business concerns;
- (ii) Veteran-owned small business concerns;
- (iii) Service-disabled veteran-owned small business concerns;
- (iv) HUBZone small business concerns;
- (v) Small disadvantaged business concerns; and
- (vi) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$550,000 (\$1,000,000 for construction of any public facility) to adopt a plan similar to the plan that complies with the requirements of this clause.

(10) Assurances that the offeror will --

- (i) Cooperate in any studies or surveys as may be required;
- (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
- (iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with the paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.
- (iv) Ensure that its subcontractors agree to submit SF 294 and 295.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including

establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating --

(A) Whether small business concerns were solicited and if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and if not, why not;

(F) Whether women-owned small business concerns were solicited and if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact --

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through -

-

(A) Workshops, seminars, training, etc., and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the Central Contractor Registration (CCR) database or by contacting SBA.

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided --

(1) The master plan has been approved;

(2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with --

(1) The clause of this contract entitled "Utilization Of Small Business Concerns;" or

(2) An approved plan required by this clause, shall be a material breach of the contract.

(j) The Contractor shall submit the following reports:

(1) *Standard Form 294, Subcontracting Report for Individual Contracts*. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.

(2) *Standard Form 295, Summary Subcontract Report*. This report encompasses all the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

(End of Clause)

*Alternate I (Oct 2001)*. When contracting by sealed bidding rather than by negotiation, substitute the following paragraph (c) for paragraph (c) of the basic clause:

(c) The apparent low bidder, upon request by the Contracting Officer, shall submit a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the bidder is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in

and made a part of the resultant contract. The subcontracting plan shall be submitted within the time specified by the Contracting Officer. Failure to submit the subcontracting plan shall make the bidder ineligible for the award of a contract.

*Alternate II (Oct 2001).* As prescribed in [19.708](#)(b) (1), substitute the following paragraph (c) for paragraph (c) of the basic clause:

c) Proposals submitted in response to this solicitation shall include a subcontracting plan that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate a subcontracting plan shall make the offeror ineligible for award of a contract.

### **3. 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 that are 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

## 4. 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             | Outside US  |
| <input type="checkbox"/> Historically Black College/Univ. | <input type="checkbox"/> Veteran-Owned Small Business   |
| <input type="checkbox"/> Minority Institution             | Concern   |
|   | <input type="checkbox"/> Service Disabled Veteran-Owned |
|   | Small Business Concern                                  |

**5. 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).

<u>Name</u>	<u>Title</u>	<u>Telephone #</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

**6. 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. (Subcontract No., if applicable):

Agency Name and Place of Delivery:  
\_\_\_\_\_

**7. 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.

**8. NOTIFICATION OF DEFECTIVE INVOICES**

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

Name \_\_\_\_\_  
Title \_\_\_\_\_  
Address \_\_\_\_\_  
City & State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

**9. OTHER COMMUNICATIONS**

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

\_\_\_\_\_  
\_\_\_\_\_

- L.1 FAR 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)
- L.2 FAR 52.204-6 Data Universal Numbering System (DUNS) Number (OCT 2003)
- L.3 FAR 52.215-16 Facilities Capital Cost of Money (JUN 2003)
- L.4 FAR 52.216-1 Type of Contract (APR 1984)
- L.5 FAR 52.232-38 Submission of Electronic Funds Transfer Information with Offer (MAY 1999)
- L.6 FAR 52.233-2 Service of Protest (SEPT 2006)
- L.7 General Information
- L.8 Special Notices
- L.9 Proposal Submission
- L.10 Technical Proposal
- L.11 Business Management Proposal Instructions
- L.12 Disclosure of Conflicts of Interest

**\*TAR = Transportation Acquisition Regulation**

**Standard Forms or Procurement Forms may be accessed electronically at the address (es):**  
[www.gsa.gov/forms/forms.htm](http://www.gsa.gov/forms/forms.htm) or [www.gsa.gov/forms/farnumber.htm](http://www.gsa.gov/forms/farnumber.htm)

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

**NOTE:** Provisions incorporated by reference are indicated by an “X”

- 52.215-1 Instructions to Offerors - Competitive Acquisition (JAN 2004)
- 52.215-20 Requirements for Cost or Pricing Data or Information  
Other than Cost or Pricing Data (OCT 1997)
- 52.222-24 Preaward On-Site Equal Opportunity Compliance Review (APR 1984)

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

- (a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS number or “DUNS+4” that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by 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 parent 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) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com> or
    - (ii) If located outside the United States, by contacting the local 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)

**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 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of an IQC, Time and Materials (T&M) type contract from this Solicitation.

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

The offeror shall provide, with its offer, the following information that is required to make payment by electronic funds transfer (EFT) under any contract that results from this solicitation. This submission satisfies the requirement to provide EFT information under

paragraphs (b) (1) and (j) of the clause at 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration.

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

(End of provision)

**L.6 FAR 52.233-2 SERVICE OF PROTEST (SEPT 2006)**

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

Ross Jeffries, Director  
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.

**L.7 GENERAL INFORMATION**

a. **Small Business Set-Aside**

- (1) This requirement [x] is [ ] not a 100 percent small business set-aside.
- (2) For the purpose of this solicitation, the small business size standard is 11.5M.
- (3) The North American Industry Classification System (NAICS) is 541330.

b. **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.

c. **Government Staffing Estimate**

The Government's estimate of **scientific professional and/or 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.

e. **Literature Search**

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

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

f. **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 NHTSA CO 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 NHTSA CO.

#### L.8 **SPECIAL NOTICES**

1. Questions concerning this Solicitation shall be in writing to Larry Gooding, Contract Specialist, by no later than 7/28/08. It is preferred that any and all such questions are sent electronically to Larry Gooding at E-mail address: larry.gooding@dot.gov All questions and answers will be available on website [www.fedbizopps.gov](http://www.fedbizopps.gov) or [www.eps.gov](http://www.eps.gov) under the Solicitation Number DTNH22-08-R-00112, entitled: "Human Factors Engineering Support for Vehicle Safety Research", by no later than 7/28/08.
2. 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.9 **PROPOSAL SUBMISSIONS**

1. With the exception of documents addressed in L.9.d. below, the contractor shall submit its proposals on CD ROM. Its cost proposal must be presented on a CD ROM separate from its Technical Proposal. A total of six (6) CD ROMs containing the offeror's technical proposal and a total of six (6) CD ROMs containing the offeror's price proposal must be provided. Proposals may be sent either in Microsoft Word, Excel, or PDF format.
2. **Technical proposals shall not contain any cost or pricing information.** These two proposals must appear on separate CD ROM attachments.
3. Do to security constraints; delivery of documents via USPS is often delayed. Therefore, the CD ROMs should be sent via FEDEX or other commercial express shipment.
4. 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.
5. 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.10 **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) Introduction, (iii) Technical Plan, (iv) Qualifications of Project Personnel, (v) Similar Experience and Past Performance, and (vi) Company Facilities and Equipment.

i. **Table of Contents**

The Table of Contents shall provide the reader a means to easily identify major points of discussion. Further, if the offeror elects to deviate from any major headings or section titles indicated in this Request-for-Proposals, the Table of Contents should clearly indicate the relationship between the offeror's proposal framework and that of the Request-for-Proposals.

ii. **Introduction**

The Introduction shall provide reviewers with an impression of the offeror's understanding of the requirement's objectives, scope of work and intended products.

iii. **Technical Plan (See Section M.3.2.2)**

The offeror shall provide a technical plan that identifies, measures, and evaluate the human factors aspects of various interactions and interfaces between driver and vehicle and evaluate their impact on safety, including vehicle safety systems designed to reduce crash risk or mitigate crashes. In addition, the plan should provide the basis for developing concepts for countermeasures that may minimize crash risk. Development of effective countermeasures requires an understanding of the distribution of how the driving population processes information from the vehicle and roadway environment and then responds with vehicle control actions to avoid collisions. This interaction between the driver and the vehicle occurs through operation of controls, braking, steering, reading displays, interpreting signal light cues from other vehicles, and observing roadway events through direct and indirect visibility systems (i.e., windows and mirrors). These interactions define the interfaces between the driver and the vehicle. The manner in which these interfaces are designed and implemented can influence the ability of drivers to accurately sense, understand, and respond to potential traffic conflicts. An interface design that is not matched to the capabilities of the driving population can cause driver errors, distraction, slow response, misperception, and other problems that can contribute to crash causation

iv. **Qualifications of Project Personnel (See Section M.3.2.1)**

As part of the proposal, the offeror shall submit:

- a. The names and labor categories of all proposed staff members, as well as their role in performing the requirement, shall be identified.
- b. Resumes, with dates provided for past positions, shall be included for proposed professional and technical staff, including such staff to be obtained through the use of subcontractor personnel and consultants.
- c. Qualifications of the staff to perform one or more of the objectives described under Section C.3 of the Solicitation shall be clearly stated, which shall be supported by projects directly related to the performance of detailed engineering “teardown” analyses to establish reliable cost and weight estimates for motor vehicle

equipment. Offerors are reminded of the Key Personnel and Facilities Clause Section G.12. The following disciplines and/or expertise are believed to be necessary for the successful completion of this requirements to conducts studies to identify, measure, and evaluate the human factors aspects of various interactions and interfaces between driver and vehicle and evaluate their impact on safety, including vehicle safety systems designed to reduce crash risk or mitigate crashes. In addition, the study results provide the basis for developing concepts for countermeasures that may minimize crash risk. Development of effective countermeasures requires an understanding of the distribution of how the driving population processes information from the vehicle and roadway environment and then responds with vehicle control actions to avoid collisions. This interaction between the driver and the vehicle occurs through operation of controls, braking, steering, reading displays, interpreting signal light cues from other vehicles, and observing roadway events through direct and indirect visibility systems (i.e., windows and mirrors). These interactions define the interfaces between the driver and the vehicle. The manner in which these interfaces are designed and implemented can influence the ability of drivers to accurately sense, understand, and respond to potential traffic conflicts. An interface design that is not matched to the capabilities of the driving population can cause driver errors, distraction, slow response, misperception, and other problems that can contribute to crash causation:

**The offeror may include additional labor categories that may be necessary for successfully meeting the objectives outlined in the Statement of Work. If the above labor categories do not match those of the offeror's organization, the offeror shall review the labor category descriptions in Section B.4.9 of the Solicitation and propose its organization's categories that meet the labor descriptions in Section B.4.9. These categories shall be cross-referenced to the Government categories separately, and Section B and M shall not be altered in their submission. Further, if the offeror does not possess the needed labor categories, it may fulfill the requirement through subcontractor personnel and/or consultants.**

**If additional labor categories are expected or if subcontractors or consultants are anticipated, the offeror shall state the names, availability, and the nature of the services to be performed by each individual.**

v. **Similar Experience and Past Performance** (See Section M.3.2.4)

In order to assess the offeror's experience in conducts studies to identify, measure, and evaluate the human factors aspects of various interactions and interfaces between driver and vehicle and evaluate their impact on safety, including vehicle safety systems designed to reduce crash risk or mitigate crashes. In addition, the study results provide the basis for developing concepts for countermeasures that may minimize crash risk. Development of effective countermeasures requires an understanding of the distribution of how the driving population processes information from the vehicle and roadway environment and then responds with vehicle control

actions to avoid collisions. This interaction between the driver and the vehicle occurs through operation of controls, braking, steering, reading displays, interpreting signal light cues from other vehicles, and observing roadway events through direct and indirect visibility systems (i.e., windows and mirrors). These interactions define the interfaces between the driver and the vehicle. The manner in which these interfaces are designed and implemented can influence the ability of drivers to accurately sense, understand, and respond to potential traffic conflicts. An interface design that is not matched to the capabilities of the driving population can cause driver errors, distraction, slow response, misperception, and other problems that can contribute to crash causation with similar or related cost teardown studies of motor vehicle components, parts, or systems to those described under the solicitation, the offeror shall provide a narrative description of its relevant experience conducting the required types of studies from the past three (3) years.

In order to assess the quality of work performed on previous, similar contract efforts, the offeror shall submit a list of required start and completion dates for purchase deliverables that compares to the actual start and completion dates, including a description of past scheduling problems and how they were remedied. In addition, offerors shall provide at least three (3) references that have received services from the offeror, which are comparable to those described in this Solicitation. References from Federal Government Agencies are preferred and should include: Name of agency or organization receiving the service; Name of reference's point of contact, phone number E-mail address; Date services were provided; Applicable contract number; Title and brief description of services provided. Examples of the deliverables and/or required under these contracts shall be included.

Offerors also shall provide the Contracts – regardless of dollar value and subject matter – that were terminated for default or convenience of the Government within the past three years. The offeror shall provide a brief explanation of the circumstances in each case.

Note: Offerors, for which no historical record of past performance has been established, will only be rated on “Corporate Experience” for this factor. Offerors, whose established record of past performance is poor, will be given a “poor” rating for the evaluation factor.

vi. **Company Facilities and Equipment (See Section M.3.2.3)**

The offeror shall provide a written description of its facilities and equipment, their proposed use, and their availability for use under the project.

L.11 **BUSINESS MANAGEMENT PROPOSAL INSTRUCTIONS**

a. **Contract Pricing Proposal**

Offerors shall complete and submit the Price Schedules, Section B.5, 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.

**DISCLOSURE OF CONFLICTS OF INTEREST (OCT 1994)**

It is the Department of Transportation's (DOT's) 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 DOT or in organizations whose interests may be substantially affected by Departmental 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 DOT or with an organization whose interests may be substantially affected by Departmental activities, and which is related to the work under the request. The interest(s) described shall include those of the proposer, 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 DOT 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.

**SECTION M**  
**EVALUATION AND AWARD FACTORS**

**EVALUATION FACTORS FOR QUALIFICATION OF PROSPECTIVE CONTRACTORS AND AWARD OF TASK ORDER.**

**M.1 EVALUATION, NEGOTIATIONS AND AWARD PROCESS:**

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

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

**SECONDLY** - The offeror's proposed prices will be considered. The review of the offeror's cost estimates will be made independently of the technical review. Prices of **technically unacceptable** proposals will not be evaluated.

- B. Discussions may be conducted with those offerors whose responsive and technically acceptable technical proposals, combined with their price proposals, place them in the competitive range. Discussions 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 on requirements and criteria is provided in Section L - Instructions, Conditions and Notices to Offerors. Technical considerations are primary. Costs will not be accorded any specific numerical rating. If there are no significant technical proposal differences, cost may be the determining factor for source selection. An offeror whose price is high(er) may be accepted if technical considerations make the offer most advantageous to the Government.
- D. Any contract 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 and Sections L and M of this RFP.

**M.2 EVALUATION FACTORS:**

- (a) Evaluation of all offers will be made in accordance with the criteria outlined in this section. The proposals will be evaluated against the following five (5) factors.:

Factor 1	Qualification of Project Personnel
Factor 2	Technical Approach and Ability
Factor 3	Capabilities, Facilities, Management and Scheduling
Factor 4	Similar Experience and Past Performance
Factor 5	Cost

Factors 1 through 4 are referred to as the Technical Factors. Factor 5 is a Cost 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.

- (b) The technical evaluation will be attained through a determination and an analysis of strengths, weaknesses, and risks of each proposal. Technical risks will be included in the final evaluation of each factor and will not be evaluated as a separate factor. In the assessment of technical risk, the Government evaluators will consider all available information.

### **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. The weights are as follows:

<b><u>Factor</u></b>	<b><u>Weight</u></b>
Qualification of Project Personnel	30
Technical Approach and Ability	25
Capabilities, Facilities, Management and Scheduling	25
Similar Experience and Past Performance	20

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

Detailed descriptions of the evaluation factors are provided below

##### **M.3.2.1 Qualifications of Project Personnel (see L.10.iv).**

The offeror will be evaluated on:

- The qualifications of proposed personnel to perform the types of research listed in the RFP;
- The capability of proposed personnel to collect data and conduct sound analyses of crash avoidance research issues;
- The capability of proposed personnel to develop and implement technically-sound experimental protocols and data analysis techniques as well as their basic understanding of crash avoidance systems, their potential safety significance, and the role of human factors considerations in influencing safety risk.

Proposed subcontractor and consultant personnel will also be evaluated as discussed above.

##### **M.3.2.2 Technical Approach and Ability (see L.10.iii)**

The offeror will be evaluated on:

- The responsiveness, clarity, feasibility, uniqueness, and technical soundness of the offeror's description of their approach to solving the types of technical problems and resolving the types of critical issues which will lead to successful completion of possible task orders within the scope of this IDIQ.
- Understanding of the technical issues and required test and evaluation methodologies appropriate to resolving research questions that might fall under this procurement.
- Awareness of the practical considerations and constraints that must be addressed to conduct the type of research that might be within the scope of possible task orders under this IDIQ.
- Ability to identify the technical considerations and challenges that must be addressed when conducting the types of research that might be requested in possible task orders under this IDIQ.
- Capability and experience to conduct the necessary analyses and to implement and evaluate necessary data collection activities.

##### **M.3.2.3 Capabilities, Facilities, Management and Scheduling (see L.10.vi)**

The offeror will be evaluated on:

- The degree to which the offeror has access to the necessary test facilities to conduct data collection under a variety of test protocols;
- The degree to which its organizational resources and structure will support the requirements of this contract and associated task orders;
- The degree to which the offeror's resources and structure will support the time-sensitive requirements of this contract and associated task orders.

**M.3.2.4 Similar Experience and Past Performance. (See L.10.v)**

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 2.

**M.4 Disclosure of Conflicts of Interest (see L.10.vii)**

This section shall include the information required by the Transportation Acquisition Regulation 1252.209-70, Disclosure of Conflicts of Interest, as stated in full text in L.6 of this solicitation.

**M.5 Task Order (Optional)**

In order to be considered for award of the Task Order included in this RFP, the offeror shall submit a separate proposal for the Task Order. The offeror will be evaluated on its responsiveness, clarity, feasibility, level of detail, uniqueness, and technical soundness demonstrated in responding to the Task Order. The offeror will be evaluated on its approach to solving the technical problems and resolving the critical issues associated with the Task Order. How well does the approach show an understanding of the technical issues and required test and evaluation methodologies appropriate to resolving these issues? Does

the technical approach show an awareness of practical considerations and constraints? Are potential problem areas identified and does the technical approach demonstrate insight into means for overcoming them? Is the technical approach consistent with the level of difficulty of the problem or is there overkill or lack of sophistication? Does the approach show the capability and experience to conduct the necessary analyses and to implement and evaluate necessary data collection activities? Does the offeror have a clear understanding of the level of effort required to successfully complete the Task Order?

#### **M.6 52.216-27 SINGLE OR MULTIPLE AWARDS (OCT 1995)**

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

#### **M.7 52.217-5 EVALUATION OF OPTIONS (JUL 1990)**

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

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

#### **M.8 COST EVALUATION**

##### **M.8.1 General**

The cost evaluation will include price completeness and accuracy, price realism, price reasonableness, price risk, and total cost to the Government. Evaluation of the option years will not obligate the Government to exercise the options.

##### **M.8.2 Cost Evaluation Factors**

- (a) The Government will review the price schedules for completeness and accuracy. A determination will be made as to whether the Offerors have properly understood the cost proposal instructions and properly completed the price schedules. Changes to the evaluation quantities, blanks or zeros in the pricing columns, and/or mathematical mistakes are subject to clarification for confirmation of the Offerors' intent. The Offerors' proposals will be checked for mathematical correctness to include the following:

- (1) Checking arithmetic in all Sections B.5 and L Supplement 1 computations;
- (2) Making sure that all prices/costs are summarized correctly; and
- (3) Comparing electronic submittals with hard copies.

- (b) A determination will be made regarding whether the price appears unbalanced either for the total price of the proposal or separately priced line items. An analysis will be made by item, resource, quantity, and year to identify any irregular or unusual pricing patterns. An unbalanced proposal is one that incorporates prices that are less than cost for some items and/or prices that are overstated for other items.

##### **M.8.2.2 Price Realism**

The Offerors are placed on notice that any proposals that are unrealistic in terms of technical commitment or unrealistically low in cost(s) and/or price will be deemed reflective of an inherent lack of technical competence or indicative of failure to comprehend the complexity and risk of contract requirements, and may be grounds for rejection of the proposal.

### **M.8.2.3 Price Reasonableness**

The Offerors are expected to establish a reasonable price relationship between all price/cost elements listed in Section B. An evaluation of the Offerors' cost proposals will be made to determine if they are realistic for the work to be performed, reflect a clear understanding of the requirements, and are consistent with the technical proposal. Reasonableness determinations will be made by determining if competition exists, by comparing bid prices with established commercial or GSA price schedules, by evaluating labor rates, and/or by comparing bid prices with the Independent Government Cost Estimate (IGCE).

### **M.8.2.4 Cost Risk**

Cost risk refers to any aspect of the Offerors' proposals that could have significant negative cost consequences for the Government. Proposals will be assessed to identify potential cost

Section L Supplement 1  
 CONTRACT PRICING SHEET

[Composition of Loaded Fixed Hourly Rates]

The offeror shall complete the following pricing elements (A, B, C, D, E, F, & G) as appropriate, for each contract year.

BASE PERIOD 1

DIRECT LABOR

OVERTIME LABOR CATEGORIES OF PRIME CONTRACTOR	BASE RATE	FRINGE BENEFIT	(A)	(B)	(C)	(D)	(E)	(F)	(G) STRAIGHT
			%	%	%	%	%	%	HOURLY RATE
	\$	\$	\$	%	%	\$	%	\$	\$
	\$	\$	\$	%	%	\$	%	\$	\$
	\$	\$	\$	%	%	\$	%	\$	\$
	\$	\$	\$	%	%	\$	%	\$	\$
	\$	\$	\$	%	%	\$	%	\$	\$
	\$	\$	\$	%	%	\$	%	\$	\$
	\$	\$	\$	%	%	\$	%	\$	\$
	\$	\$	\$	%	%	\$	%	\$	\$

NOTE: For fringe, overhead, general & administrative, and profit [as applicable], show dollar amount as well as percentage used to arrive at dollar amount.

Section L Supplement 1

CONTRACT PRICING SHEET

[Composition of Loaded Fixed Hourly Rates]

The offeror shall complete the following pricing elements (A, B, C, D, E, F, & G) as appropriate, for each contract year.

BASE PERIOD 2

DIRECT LABOR

OVERTIME LABOR CATEGORIES OF PRIME CONTRACTOR	BASE RATE	FRINGE BENEFIT	(A) %	(B) %	(C) O/H RATE	(D) %	(E) G & A %	(F) LOADED FIXED PROFIT %	(G) STRAIGHT	
									LOADED FIXED HOURLY RATE	LOADED FIXED HOURLY RATE
	\$	\$			\$		\$		\$	
	\$	\$			\$		\$		\$	
	\$	\$			\$		\$	\$	\$	
	\$	\$			\$		\$	\$	\$	
	\$	\$			\$		\$	\$	\$	
	\$	\$			\$		\$	\$	\$	
	\$	\$			\$		\$	\$	\$	
	\$	\$			\$		\$	\$	\$	
	\$	\$			\$		\$	\$	\$	
	\$	\$			\$		\$	\$	\$	

NOTE: For fringe, overhead, general & administrative, and profit [as applicable], show dollar amount as well as percentage used to arrive at dollar amount.

CONTRACT PRICING SHEET

[Composition of Loaded Fixed Hourly Rates]

The offeror shall complete the following pricing elements (A, B, C, D, E, F, & G) as appropriate, for each contract year.

OPTION YEAR 1 – THIRTY-SIX (36) MONTHS - PERIOD 1

DIRECT LABOR

OVERTIME LABOR CATEGORIES OF PRIME CONTRACTOR	BASE RATE	FRINGE BENEFIT	(A)	(B)	(C)	(D)	(E)	(F)	(G)	STRAIGHT
			%	%	O/H RATE	%	G & A %	LOADED FIXED PROFIT %	LOADED FIXED HOURLY RATE	HOURLY RATE
	\$	\$		\$		\$		\$		\$
	\$	\$		\$		\$		\$		\$
	\$	\$		\$		\$		\$		\$
	\$	\$		\$		\$		\$		\$
	\$	\$		\$		\$		\$		\$
	\$	\$		\$		\$		\$		\$
	\$	\$		\$		\$		\$		\$
	\$	\$		\$		\$		\$		\$
	\$	\$		\$		\$		\$		\$

NOTE: For fringe, overhead, general & administrative, and profit [as applicable], show dollar amount as well as percentage used to arrive at dollar amount.

CONTRACT PRICING SHEET

[Composition of Loaded Fixed Hourly Rates]

The offeror shall complete the following pricing elements (A, B, C, D, E, F, & G) as appropriate, for each contract year.

OPTION YEAR 1 – THIRTY-SIX (36) MONTHS - PERIOD 2

DIRECT LABOR

OVERTIME LABOR CATEGORIES OF PRIME CONTRACTOR	BASE RATE	FRINGE	(A)	(B)	(C)	(D)	(E)	(F)	(G)	STRAIGHT LOADED FIXED HOURLY RATE
			BENEFIT	%	O/H RATE	%	G & A %	LOADED FIXED PROFIT %	LOADED FIXED HOURLY RATE	
	\$	\$	\$		\$			\$		\$
	\$	\$	\$		\$			\$		\$
	\$	\$	\$		\$			\$		\$
	\$	\$	\$		\$			\$		\$
	\$	\$	\$		\$			\$		\$
	\$	\$	\$		\$			\$		\$
	\$	\$	\$		\$			\$		\$
	\$	\$	\$		\$			\$		\$
	\$	\$	\$		\$			\$		\$
	\$	\$	\$		\$			\$		\$

NOTE: For fringe, overhead, general & administrative, and profit [as applicable], show dollar amount as well as percentage used to arrive at dollar amount.

CONTRACT PRICING SHEET  
[Composition of Loaded Fixed Hourly Rates]

The offeror shall complete the following pricing elements (A, B, C, D, E, F, & G) as appropriate, for each contract year.

OPTION YEAR 1, PERIOD 3

A. DIRECT LABOR

OVERTIME LABOR CATEGORIES OF PRIME CONTRACTOR	BASE RATE	FRINGE BENEFIT	(A)	(B)	(C)	% O/H RATE	(D)	% G & A	(E)	(F)	LOADED FIXED PROFIT %	(G)	LOADED FIXED HOURLY RATE	STRAIGHT
														HOURLY RATE
	\$	\$				\$					\$		\$	
	\$	\$				\$					\$		\$	
	\$	\$				\$					\$		\$	
	\$	\$				\$					\$		\$	
	\$	\$				\$					\$		\$	
	\$	\$				\$					\$		\$	
	\$	\$				\$					\$		\$	
	\$	\$				\$					\$		\$	
	\$	\$				\$					\$		\$	

NOTE: For fringe, overhead, general & administrative, and profit [as applicable], show dollar amount as well as percentage used to arrive at dollar amount.



Use the overhead rate(s) approved by a Government audit agency for use in proposals. If no such approval has been given, or if the approval is more than 12 months old, furnish data supporting the proposed rates. The data shall include a breakdown of the items comprising overhead and the base(s) upon which the burden(s) is/are computed.

Burden	Rate(%) x	Base	=	Est. Cost(\$)	Reference*
Labor Overhead	_____ x	_____	=	_____	_____

\* References for any further breakdown, elaboration and/or comment on the elements in this format shall be placed on a separate page.

COST ELEMENT (4) – GENERAL AND ADMINISTRATIVE EXPENSE

Use the G&A rate and base approved by Government audit agency for use in proposals. If no such approval has been given, or if the approval is more than 12 months old, provide data supporting the proposed rates. The data include a breakdown of the items comprising G&A and the base(s) upon which the burden(s) is/are computed.

G&A Rate \_\_\_\_\_% of Cost Elements Nos. \_\_\_\_\_ Reference\* \_\_\_\_\_

\* References for any further breakdown, elaboration and/or comment on the elements in this format shall be placed on a separate page.

COST ELEMENT (5) – PROFIT OR FEE ( \_\_\_\_\_%) Reference\* \_\_\_\_\_

\* References for any further breakdown, elaboration and/or comment on the elements in this format shall be placed on a separate page.

FACILITIES CAPITAL COST OF MONEY\$ \_\_\_\_\_ Reference\* \_\_\_\_\_

NOTE: If you intend to claim facilities capital cost of money as a cost element of your proposal, you must complete and include Form CASB-CMF in your cost proposal. Form CASB-CMF is not required of offerors who submit the form to support forward pricing rate agreements or who otherwise make annual submissions of the form to NHTSA or a cognizant administrative or auditing office.

BUSINESS MANAGEMENT INFORMATION

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

(1) What is your fiscal year period? (Give month to month dates.)

(2) Attach a current organization chart of the company.

(3) Have the proposed indirect cost rate(s) been evaluated and accepted by any Government agency?

Yes

No

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

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

Submit data supporting the proposed rates, including a breakdown of the items comprising overhead and G&A, and the base upon which the burdens are computed, and

Submit a current financial statement, including a balance sheet and a statement of profit and loss for the last completed fiscal year. Specify resources available to perform the contract without assistance from any outside source. If sufficient resources are not available, indicate in your business management proposal the amount required and the anticipated source (i.e., bank loans, letter or lines of credit, etc.).

(5) If answer to (3) is NO, what was your work distribution for the last two completed fiscal accounting periods?

FY 05 FY 06

Government cost reimbursement type	\$	\$
Prime contracts and subcontracts:		

Government fixed price prime	\$	\$
Contracts and subcontracts:		

Commercial Sales:	\$	\$
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Total Sales:	\$	\$
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(6) Has your system of control of Government property been approved by a Government agency? Yes

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No

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

—

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(7) Does your firm have an established written incentive compensation or bonus plan?

Yes                      No

(8) Has your cost estimating system been approved by any Government agency?

Yes                      No

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

(9) Has your cost accumulation system been approved by a Government agency?

Yes                      No

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

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

	Estimated	Standard	
	Actual Cost	Cost	

Estimating System

Job Order	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Process	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Accumulating System

Job Order	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Process	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

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

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

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

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.