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Correspondence between the National Highway Traffic Description of document: Safety Administration (NHTSA) and the Government Accountability Office (GAO), 2015-2016 14-March-2017 Requested date: Released date: 02-August-2017 Posted date: 04-September-2017 Source of document: FOIA request NHTSA **Executive Secretariat** 1200 New Jersey Avenue, SE West Building, 41-304 Washington, D.C. 20590 Fax: (202) 493-2929 **Online FOIA Request Email submission form**

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1200 New Jersey Avenue, SE Washington, DC 20590

National Highway Traffic Safety Administration

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

August 2, 2017

Re: Freedom of Information Act (FOIA) Request ES17-000764

This responds to your March 14, 2017 FOIA request seeking "correspondence between NHTSA and the Government Accountability Office (GAO) during Calendar Years 2015, 2016 and 2017 to date."

We have completed our search and identified records responsive to your request. Please note that certain portions of the records were submitted to the GAO with sensitive information removed without application of the FOIA exemptions. Those portions of the records are marked with a black box.

For the remaining records, I have determined that ninety-six (96) pages are being withheld in full pursuant to FOIA Exemption 3, 5 U.S.C. § 552(b)(3). Exemption 3 of the FOIA permits agencies to withhold records that are "specifically exempted from disclosure by statute, provided that such statute requires that the matters be withheld from the public in such a manner as to leave no discretion on the issue, or establishes particular criteria for withholding or refers to particular types of matters to be withheld." 5 U.S.C. § 552(b)(3).

Here, 41 U.S.C. § 4702, prohibits the release of a contractor's proposal, including a technical, management, or cost proposal, submitted by a contractor in response to the requirements of a solicitation for a competitive proposal, not incorporated by reference. Accordingly, I am withholding a company's contract proposal from disclosure pursuant to Exemption 3.

I am withholding three (3) pages in full and portions of the records as exempt from the statutory disclosure requirement that contain information related to pre-decisional agency deliberations, opinions or recommendations pursuant to FOIA Exemption 5. 49 U.S.C. § 552(b)(5).

Pursuant to 49 C.F.R. Part 7, there is no charge for this response.

I am the person responsible for the determination to withhold certain information pursuant to Exemptions 3 and 5. If you wish to appeal this decision, you may do so by writing to the Chief

Counsel, National Highway Traffic Safety Administration, 1200 New Jersey Avenue, S.E., West Building, W41-227, Washington, DC 20590, pursuant to 49 C.F.R. § 7.32(d). Alternatively, you may submit your appeal via electronic mail to <u>nhtsa.foia.appeal@dot.gov</u>. An appeal must be submitted within 90 days from the date of this determination. It should contain any information and argument upon which you rely. The decision of the Chief Counsel will be administratively final.

You also have the right to seek dispute resolution services from NHTSA's FOIA Public Liaison, Mary Sprague, who may be contacted on (202) 366-3564 or by electronic mail at <u>Mary.Sprague@dot.gov</u>. Further dispute resolution is available through the Office of Government Information Services (OGIS). You may contact OGIS on (202) 741-5770 or by electronic mail at <u>ogis@nara.gov</u>.

Very Truly Yours,

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Andrew J. DiMarsico Senior Attorney

Enclosures



of Transportation

OCT 1 2 2016

1200 New Jersey Avenue, SE Washington, DC (20590)

National Highway Traffic Safety Administration

COPY SENT VIA E-MAIL

Eric M. Ransom Government Accountability Office 441 G Street, N.W. Washington, D.C. 20548

RE:	FILE:	B-412316.3, Notice of Appearance
	SOLICITATION:	DTNH2215R00033
	PROTESTER:	GLF Consulting
	AGENCY:	National Highway Traffic Safety Administration

Dear Mr. Ransom:

The following individual enters an appearance in this matter as representative for the National Highway Traffic Safety Administration:

Roland (R.T.) Baumann III Senior Attorney 1200 New Jersey Ave., S.E. West Building, W41-308 Washington, D.C. 20590

E-mail: roland.baumann@dot.gov Phone Number: (202) 366-5260 Fax Number: (202) 366-3820

Respectfully submitted,

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Roland (R.T.) Baumann III Senior Attorney



U.S. Department of Transportation

National Highway Traffic Satety Administration 1200 New Jersey Avenue SE. Washington, DC 20590

OCT 2 2 2015

COPY SENT VIA E-MAIL

Susan K. McAuliffe Senior Attorney Government Accountability Office 441 G Street, N.W. Washington, D.C. 20548

RE:FILE:B-412316, Notice of AppearanceSOLICITATION:DTNH2215R00033PROTESTER:GLF ConsultingAGENCY:National Highway Traffic Safety Administration

Dear Ms. McAuliffe:

The following individual enters an appearance in this matter as representative for the National Highway Traffic Safety Administration:

Roland (R.T.) Baumann III Senior Attorney 1200 New Jersey Ave., S.E. West Building, W41-308 Washington, D.C. 20590

E-mail: roland.baumann@dot.gov Phone Number: (202) 366-5260 Fax Number: (202) 366-3820

Respectfully submitted,

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Roland (R.T.) Baumann III Senior Attorney





National Highway Traffic Safety

Administration

NOV 0 3 2015

1200 New Jersey Avenue, SE Washington, DC, 2059/1

COPY SENT VIA E-MAIL

Susan K. McAuliffe Senior Attorney Government Accountability Office 441 G Street, N.W. Washington, D.C. 20548

RE:	FILE:	B-412316.2, Notice of Appearance
	SOLICITATION:	DTNH2215R00033
	PROTESTER:	GLF Consulting
	AGENCY:	National Highway Traffic Safety Administration

Dear Ms. McAuliffe:

The following individual enters an appearance in this matter as representative for the National Highway Traffic Safety Administration:

Roland (R.T.) Baumann III Senior Attorney 1200 New Jersey Ave., S.E. West Building, W41-308 Washington, D.C. 20590

E-mail: roland.baumann@dot.gov Phone Number: (202) 366-5260 Fax Number: (202) 366-3820

Respectfully submitted,

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Roland (R.T.) Baumann III Senior Attorney



U.S. Department of Transportation

National Highway Traffic Safety Administration 1200 New Jersey Avenue, SE Washington, DC 20590

NOV 09 2016

SENT VIA E-MAIL

Eric M. Ransom Deputy Assistant General Counsel Government Accountability Office 441 G Street, N.W. Washington, D.C. 20548

RE:	FILE:	B-412316.3, Agency Report
	SOLICITATION:	DTNH22-15-R-00033
	PROTESTER:	GLF Consulting
	AGENCY:	National Highway Traffic Safety Administration

Dear Mr. Ransom:

In accordance with the provisions of 4 CFR § 21.3(d), the National Highway Traffic Safety Administration ("NHTSA" or "the agency") hereby submits a report on the above referenced protest. This report contains a statement of the relevant facts and a response to the allegations of the protest, and includes supporting legal arguments.

Submitted herewith are copies of all relevant documents, referenced for convenience as exhibits to the agency report. These documents include: (1) solicitation, (2) evaluation documents, and (3) protester's technical and cost proposals. For the evaluation documents provided, information regarding offerors other than the protester has been redacted by section or page.

STATEMENT OF FACTS

In 2015, NHTSA issued a solicitation on Federal Business Opportunities (www.fedbizopps.gov) seeking proposals for services associated with the cost, weight, and lead time analysis of vehicle systems and components. Exhibit 1, at 2. The full and open competition invited offerors to submit proposals for indefinite delivery, indefinite quantity (IDIQ) awards. The solicitation explained that that agency would compete and issue subsequent task orders on a time and materials basis among contract awardees. *Id.*

The scope of the solicitation covered research services for the purpose of conducting cost studies of motor vehicle equipment and to perform engineering "teardown" analyses to determine definitive costs and weights for the equipment. *Id.* at 10. Specifically, the

solicitation stated that contractors would be required to dismantle the systems and subsystems of motor vehicle equipment for analysis and to investigate and document the impact of voluntary and mandatory motor vehicle safety requirements on manufacturers and equipment suppliers. *Id.* The solicitation explained that the work would assist the agency in making assessments of implementation lead times for manufacturers under proposed initiatives and to study general compliance with the requirements of existing regulations. *Id.*

In response to these requirements, the solicitation instructed offerors to submit technical and business cost proposals. *Id.* at 55-56. Offerors were required to provide proposals that covered task order 1 work – an effort to conduct a cost and weight study associated with upgrading the agency's roof crush standards. (The detailed statements of work for task order 1 appear in the solicitation as attachment 1.) *Id.* at 71. The solicitation explained that task order 1 was representative of the work required under the base contract (and in fact would be awarded concurrent with the base contract) and proposals covering the task order would be used to make award determinations. *Id.* at 56. Offerors also provided a separate proposal for task order 2 under a separate set of instructions allowing for a task order competition among offerors determined eligible for a base award. (The detailed statements of work for task order 2 appears in the solicitation as attachment 2.) *Id.* at 82. Although offerors were required to provide technical and cost information for task order 2, it was not used by the agency to determine base contract awards.

For technical proposals under task order 1, offerors were required to submit a response in three specific areas covering a technical plan, staff qualifications and past performance information. *Id.* at 58-59. For each of the areas, the agency described in detail the required proposal information. Separately from the technical proposal, offerors were required to provide cost / price information that consisted of completing price evaluation sheets in the solicitation. *Id.* at 59-60. Offerors also were instructed to provide additional financial and organizational information and a small business subcontracting plan (if a large business). *Id.* at 60-61.

With regard to the evaluation of proposal information, the solicitation stated that all proposals would be reviewed for technical acceptability using the evaluation factors listed in the solicitation. *Id.* at 62. The section also placed offerors on notice that failure to provide the required proposal information could result in rejection of the proposal as being "technical unacceptable." *Id.* By descending order of importance, the listed evaluation factors were technical plan, staff qualifications and corporate experience/past performance. Cost proposals were then reviewed based on the price evaluation information sheets submitted, followed by the establishment of a competitive range. However, the solicitation makes clear that the prices of technically unacceptable proposals will not be evaluated. *Id.*

As a basis for award, the solicitation specified that any contracts will be awarded to those responsible offerors whose offers, conforming to the solicitation, will be most advantageous to the government. *Id.* Additionally, it states that technical considerations are more important than price and that costs would not be accorded any specific numerical rating.

In response to the solicitation, the agency received proposals from two offerors, Ricardo, Inc. (Ricardo) and GLF Consulting (GLF). The agency convened a technical evaluation panel

to review proposals in accordance with routine agency practice. The review determined that the GLF proposal was technically unacceptable. After award notice, GLF protested the decision to the Government Accountability Office (GAO) on two separate occasions.¹ In response, the agency decided to take corrective action that involved convening a new evaluation panel and reevaluating proposals.

Under the reevaluation, the new evaluation panel determined that the GLF proposal was technically unacceptable. Exhibit 2, at 3. The panel found that the proposal contained numerous weaknesses and deficiencies and would need major revisions to address the issues. *Id.* at 13. Conversely, the evaluation panel found that the Ricardo proposal was technically acceptable and contained no weaknesses or deficiencies. *Id.* at 3. Consistent with the terms of the solicitation, noted above, indicating that the costs of unacceptable proposals would not be reviewed, the evaluation panel reviewed Ricardo's cost proposal only. Upon completion of the cost evaluation, the panel made award recommendation to Ricardo, finding the costs acceptable overall. *Id.* at 5.

After receipt of the recommendation, the contracting officer documented the award process, including a summary statement of reasons for the determination of the GFL proposal as technically unacceptable. *Id.* at 22-23. The contracting officer completed a separate cost evaluation of the Ricardo proposal determining the prices to be fair and reasonable. *Id.* at 29. After considering its high technical score and acceptable costs, the contracting officer determined that award should be made to Ricardo.

On September 30, 2016, the agency informed the offerors of its decision. Protest, file attachment "NHTSAUSDOT(PostAward093016)01A." The agency debriefed the protester on October 3, 2016 and the protester filed this current protest with GAO two days later.

SUMMARY OF PROTEST GROUNDS

GLF asserts two general grounds of protest: (1) The agency's evaluation process "prejudiced" GLF; and (2) The agency used unqualified individuals to conduct the evaluation. We address these allegations in order.

DISCUSSION

I. <u>The agency properly determined the protester's proposal to be technically</u> <u>unacceptable.</u>

The solicitation explained what offerors were required to submit to the agency and the evaluation criteria for the proposals. Specifically, offerors were required to include information that covered three factors with evaluation based on an offeror's technical plan; staff qualification; and past performance/corporate experience. Under the factors, the evaluation panel identified numerous

¹ GAO dismissed the first protest as it occurred before the agency had opportunity to provide a debriefing (B-412316). GAO dismissed the second protest after the agency decided to take corrective action (B-412316.2).

deficiencies and weaknesses with the GLF proposal. Exhibit 2, at 11-13. The deficiencies mostly reflect information requested by the agency that the protester did not provide, while the weaknesses represented unclear information or approaches that were easily questioned. It is these findings that contributed to the agency's determination of the proposal as technically unacceptable, not the unsupported allegation of prejudice stated by the protester. The evaluation determined that the protester would be required to make major revisions to its proposal in order to demonstrate an ability to perform and excluded it from award consideration. *Id.* at 13, 23.

As a general matter, under Federal Acquisition Regulation (FAR) §15.306(c)(1), "contracting agencies are not required to retain a proposal in a competitive range where the proposal is not among the most highly rated or where the agency otherwise reasonably concludes that the proposal has no realistic prospect of award." *Wahkontah Servs.*, *Inc.*, B–292768, Nov. 18, 2003, 2003 CPD ¶ 214 at 4. In addition, "where a proposal is technically unacceptable as submitted and would require major revisions to become acceptable, exclusion from the competitive range is generally permissible." *CMC & Maint.*, *Inc.*, B–290152, June 24, 2002, 2002 CPD ¶107 at 2. In this case, the agency's evaluation of the protester's submission tracked the solicitation and, as we discuss below, the agency had a reasonable basis for excluding the protester from further consideration.

Under the technical plan factor (factor one), the agency sought information not only on the plan for carrying out a teardown analysis but also an overall management plan, covering methods and procedures for receiving, planning, administering and completing specific tasks. Exhibit 1, at 58. Offerors were required to include information on an approach to track and control costs, maintain schedules and an approach to ensure a high quality of services. *Id.* Underlining the importance of this information, the solicitation explained that an offeror would be evaluated on plans that covered these areas. *Id.* at 63. The solicitation also stated that an offeror will be evaluated on a strategy to address and handle problems that may arise during the contract. *Id.*

In addition to the weaknesses the evaluation identified in the technical plan such as not describing how to isolate design features, that some proposed costing did not seem to make sense and that details on vehicle selection and teardown were limited, the evaluation also noted that the protester did not provide any of the other information requested. Exhibit 2, at 11-12. The proposal does not explain its overall approach to program and cost management, how it plans to meet schedules or ensure quality service. *Id.* at 13. The proposal also provides limited information on a potential quality control process to address problems and manage risks. The protester indicates that no current quality process is in place at GLF and that one would be established after award. Exhibit 3, at 20. The proposed quality control process - a science & technology advisory committee – does not indicate how it would be used to address problems or manage risks, however. *See* CMC & Maint., Inc., B–290152, June 24, 2002, 2002 CPD ¶107 at 2 (determining that the agency reasonably excluded a proposal that did not provide the required information, including management and quality control plans).

Under the staff qualifications factor (factor two), the agency sought resume information for all labor categories identified in the solicitation. Exhibit 1, at 58-59. The agency identified eight separate positions that were considered important to performing the work required under the contract (based on prior contract experiences). *Id.* at 5-6. These eight positions covered project manager, senior design/structural engineer, senior process engineer, senior manufacturing engineer, senior cost specialist, technical writer, manufacturing expert and an administrative assistant. In addition, offerors needed to demonstrate that the proposed personnel are suitable to fill the identified positions and also explain the process for retaining personnel and recruiting qualified replacements. *Id.* at 59.

For this factor, the protester again did not provide the required information. The proposal only provides resume and experience information for three individuals and it only identifies the program manager as a position under the contract. Exhibit 3, at 20. It is otherwise not clear what roles are intended for the other named individuals. Although the individuals have experience with cost and weight analysis reports, the experience is not recent. The other experience identified relates to litigation-based, crasb reconstruction work that is also not recent (as the last case noted is from more than 10 years ago) and there is no explanation how that work relates to cost analysis studies of the type required in this effort. Exhibit 3, at 24-45. In short, nothing provided in the proposal indicates that the proposed staff is up to date with current automotive designs and manufacturing technologies. Exhibit 2, at 12.

Aside from these issues, the proposal provides little detail related to how the protester would fill the missing staff positions alluding only to an unexplained source of engineering, statistical and technical staffing and an unidentified vetting process (possibly of college students). *Id.* at 20. The proposal also provides no information on how it would recruit and retain employees. To this end, the protest appears to take the view that past personnel experience serves as a substitute for any of the other information the agency requested. In our view, it does not. *See ASPEC Engineering*, B–406423, May 22, 2012, 2012 CPD ¶176 at 3 n.5 (finding the agency reasonably determined a proposal deficiency where the protester failed to provide requested staffing information including plans to retain qualified personnel). In fact, the lack of details and staffing information only heightens the agency's reasonable concern about performance. In addition, the protester does not appear to have a business location, raising separate issues about a staffing location. Exhibit 3, at 69. The agency's expectation is that work would begin immediately after award with the concurrent issuance of task orders. The missing resources are clear risks to this project and to the protester's ability to perform. Exhibit 2, at 12.

For the experience and past performance factor (factor three), the agency sought a list of completed projects similar to the tear-down studies required. Exhibit 1, at 59. The list was to include dates on which projects began and ended, total dollar values, customer names and a brief synopsis. Offerors were invited to provide any additional information that might help explain the corporate experience identified. *Id.* Offerors also were required to include past performance references, providing organization names and point of contact, dates of service, and a description of the services. *Id.*

In response, the protester provided examples of prior government studies it was involved in but provided no further information about the role the company played. Exhibit 3, at 21-22. The protester appears to have served mostly as a consultant subcontractor and not as the prime contractor, a role that the protester is seeking under this award. Similar to staff experience, the majority of the identified consulting work occurred years ago and there is very little recent information provided. *Id.* In addition, the protester disregards in several places the information the agency requested. For example, there are no past performance references provided and specific information used to assess corporate experience is also missing (i.e., dates of performance, cost, etc.). Exhibit 2, at 13. While the protester provides a list of prior studies and some general information about prior work, it is not a substitute for the specific information requested. It is reasonable then that the agency would identify proposal deficiencies. *See Great Lakes Towing Co. dba Great Lakes Shipyard*, B-408210, June 26, 2013, 2013 CPD ¶ 151 (finding no issue with an agency evaluation that assigned weaknesses to a proposal that failed to provide the experience information required).

As a general matter, agency evaluators are not required to intuit the qualifications of an offeror. It is incumbent on each offeror to affirmatively present its qualifications in its proposal. In this case, the protester under every factor disregarded in some way the express requirements of the solicitation. As explained above, the information was critical to allowing for a meaningful review of offeror qualifications. *See Knoll, Inc.; Steelcase, Inc.*, B-294986.3, B-294986.4, Mar. 18, 2005, 2005, CPD ¶ 63 at 3 ("An offeror is responsible for affirmatively demonstrating the merits of its proposal and risks the rejection of its proposal if it fails to do so.").

The protester's claim of prejudice is based on two issues - i.e., that it offered a lower price and that it participated in several prior agency studies. These claims have no merit. As explained above, the proposal was found to contain numerous deficiencies and weaknesses that made it technically unacceptable to the agency. Under these circumstances, where the agency makes such a conclusion, "it is proper to exclude the proposal from the competitive range without considering price." TMC Design Corp., B-296194.3, Aug. 10, 2005, 2005 CPD ¶ 158 at 5 (citing LifeCare, Inc., B-291672, B-291672.2, Feb. 20, 2003, 2003 CPD ¶ 95 at 4 n.13, 7, "It is well settled that a technically unacceptable proposal cannot be considered for award."). The second claim appears based on an entitlement that because the protester participated to some degree in similar work years ago it is due to receive award consideration on that basis alone. However, the agency's solicitation specified the basis for evaluation and potential award. Proposals must provide all the information required to receive consideration. "Where a proposal omits or provides inadequate information addressing fundamental evaluation factors, the offeror runs the risk of an adverse agency evaluation." ASPEC Engineering, B-406423, May 22, 2012, 2012 CPD ¶176 at 3 n.5. In this case, in response to the numerous deficiencies and weaknesses identified, the agency reasonably determined the protester's proposal to be technically unacceptable.

Accordingly, GAO should deny this ground of protest.

II. The agency used highly qualified evaluators to review proposals.

In its protest, GLF asserts that its proposal was not thoroughly reviewed by "competent and qualified" individuals knowledgeable in technical contracts. Protest, at 3. The basis for this view appears to stem from an unsupported belief that the agency used its support services contractor, Infinity Support Services, Inc., (Infinity), to conduct evaluations. This view is incorrect.

Infinity provides general contracting office support to the agency. In this situation, its involvement was limited to basic administrative tasks including assembling contract files and providing some outreach to the offerors regarding award notifications and the subsequent debriefings. Infinity played no part in the review of proposals or the award determination process.

For the evaluation of proposals, the agency used three highly qualified employees with ample knowledge and experience. Exhibit 2, at 2. In fact, each panel member possesses both bachelor and master degrees in engineering-related fields and work on a variety of vehicle design and weighting projects for the agency. Their backgrounds also include experience with the manufacturer and redesign of vehicles to meet safety regulations. In addition, each panel member has acted as a contracting officer's representative on agency contracts and has served on numerous other technical evaluation review panels in the past.

The agency is entitled to deference in its selection of evaluators. In this regard, GAO has noted that reviews of evaluator qualifications are limited to those concerning fraud, conflict of interest or actual bias. See American CASA/National Air, B-271274; B-271274.3, May 23, 1996, 96-1 CPD ¶ 251 at 4; Solid Waste Integrated Sys. Corp., B-258544, Jan. 17, 1995, 95-1 CPD ¶ 23. Here, the protester has not asserted any of these bases and in fact offers no evidence of any kind to support its allegation.

Accordingly, GAO should deny this ground of protest.

For the reasons cited above, we believe the protest should be rejected.

WE HAVE, TODAY, SENT VIA E-MAIL, COPIES OF THIS REPORT AND OF THE EXHIBITS, TO THE PROTESTER.

Respectfully submitted,

NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION

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Roland (R.T.) Baumann III Senior Attorney

Exhibits

EXHIBIT 1

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

B.1 SUPPLIES/SERVICES

The Contractor shall provide all the necessary qualified personnel, facilities, materials and services to provide support in accordance with the Statement of Work, Section C and all potential task orders awarded, for the effort entitled, "Cost, Weight and Lead Time Analysis of Vehicle Systems and Components."

B.2 TYPE OF CONTRACT

This is an Indefinite Delivery, Indefinite Quantity (IDIQ) Contract, whereby Time and Materials (T&M) Task Orders will be issued in accordance with FAR 16.5.

B.3 OBLIGATION SUMMARY

B.3.1 The Minimum Government Obligation under this IDIQ contract is the base level requirement, stated in Section B.5.1 Minimum Requirement, and described in Section C.4.1 Kick-Off Meeting.

B.3.2 Maximum Obligation: The ceiling amounts for the contract periods are as follows:

Base Period (12 months)	TBD
Option Period One (12 months)	TBD
Option Period Two (12months)	TBD
Option Period Three (12 months)	TBD
Option Period Four (12 months)	TBD

The total value of all task orders ordered by the Government, for each of these periods may not exceed that period's ceiling amount. The ceiling amounts may be raised upon the execution of a bi-lateral modification.

The total ceiling amount for all periods is <u>\$_TBD___</u>.

B.4 PRICE SCHEDULE DEFINITIONS AND SPECIAL PROVISIONS

B.4.1 LOADED FIXED LABOR RATES

As used in this contract, "Loaded Fixed Labor Rates" are composed of the hourly rates paid an individual within a specific Labor Category (plus merit and or cost of living increases if applicable) <u>plus</u> indirect costs such as Fringe Benefits, Overhead, Facilities Capital Cost of Money (FCCM), General and Administrative (G&A), and Fee or Profit. Loaded Fixed Labor Rates shall be negotiated and fixed at time of contract award and shall remain fixed for the entire term of the contract.

B.4.2 REGULAR LOADED LABOR RATES

Regular Loaded Fixed Labor Rates reflect the Loaded Fixed Hourly Labor Rate paid to the Contractor for work performed by an employee or Subcontractor's employee during the employee's normal work week (i.e., no more than 40 hours per workweek).

B.4.3 OVERTIME RATES

Overtime Rates reflects the Loaded Fixed Hourly Labor Rate paid to the Contractor for work performed by an employee or Subcontractor's employee that exceeds 40 hours per week.

B.4.4 OVERTIME PREMIUM

Overtime premium is the incremental difference between a Labor Category's Regular Rate of pay and Overtime loaded hourly labor rates. The Contractor shall not incur, nor will the Government reimburse the Contractor, for any Overtime Premium unless a request is submitted to the Contracting Officer in advance and the Contracting Officer approves the request, in writing, prior to performing the work. In the request, the Contractor shall justify, in writing, the need to work in excess of the normal work week hours, the Labor Categories proposed for Overtime and the number of overtime hours requested for each.

B.4.5 OTHER DIRECT COSTS (ODC)

As used in this contract "Other Direct Costs (ODCs) are costs other than the Contractor's labor costs. <u>Profit or fee may never be applied to ODCs</u>.

B.4.6 ODC INDIRECT COST CATEGORY AND BASE

As used in this contract, ODC Indirect Cost Category and Base means the type of indirect cost (e.g., G&A, F&A, O/H, etc.) and the base on which the indirect cost is applied (e.g., travel costs, subcontracting costs, all other direct costs). The application of ODC Indirect Costs is permitted only to the extent that those costs are not already recovered as part of the Contractor's Loaded Labor Rates.

B.4.7 ODC INDIRECT COST RATE

As used in this solicitation, ODC Indirect Cost Rate means the rate (expressed as a percentage of the Other Direct Cost) the Contractor applies to the specified ODC to recover its indirect cost. The application of this Indirect Cost Rate is permitted only to the extent that those costs are not already recovered as part of the contractor's Loaded Fixed Labor Rates.

B.4.8 MATERIALS, SUBCONTRACTS, AND ALL OTHER NON-LABOR COSTS

B.4.8.1 MATERIALS HANDLING COSTS

Materials required for performance under this Time & Materials contract shall be reimbursed at cost. Reasonable and allocable material handling costs may be included in the charge for material only to the extent they are clearly excluded from the Loaded Fixed Labor Rate. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct materials in accordance with the Contractor's usual accounting practices consistent with FAR Part 31.

B.4.8.2 SUBCONTRACTS

The costs of subcontracts that are authorized under the subcontracts clause of this contract shall be reimbursable costs under this clause. Reimbursable costs shall not include any costs arising from the awarding, administration or supervision of performance of the subcontracts, if the costs are included in the hourly labor rates payable under this contract.

B.4.8.3 ALL OTHER NON-LABOR COSTS

Any and all other non-labor costs incurred during the performance of the T&M contract shall be reimbursed at cost only. Indirect costs include only those costs clearly excluded from the Loaded Fixed Labor Rate and allocated in accordance with the Contractor's usual accounting practices consistent with FAR Part 31.

B.4.8.4 PROFIT OR FEE

No fee or profit shall be applied to materials, supplies, subcontracts, or other non-labor items ordered by task order and furnished under this contract.

B.4.8.5 TRAVEL COSTS

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

The Contractor shall obtain COR/CO approval before scheduling any travel unless specifically stated otherwise in the contract. Travel and Per Diem authorized under this contract shall be reimbursed in accordance with the Government Travel Regulations currently in effect.

Travel requirements under this contract shall be met using the most economical form of transportation available. If economy class transportation is not available, the request for payment voucher must be submitted with justification for use of higher class travel indicating dates, times, and flight numbers. All travel shall be scheduled sufficiently in advance to take advantage of offered discount rates, unless authorized by the COR.

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B.4.2 LABOR CATEGORIES

The following list includes labor categories deemed by the Government necessary to fill the various contractor staff positions for the work. The labor categories and their descriptions may be revised upon agreement of the parties.

Labor Category	Description
Project Manager	The Project Manager shall have experience in planning, conducting, and supervising projects of major significance and extensive knowledge of the automotive engineering field. The Project Manager also shall have experience that demonstrates the ability to develop new approaches to resolve complex engineering issues and to apply these new methods and procedures to contract task orders. The Project Manager shall provide technical advice and counsel to other contractor employees and the coordination necessary among these professionals to complete work. The project manager is expected to operate with a high degree of independence and should not expect regular, continued oversight of his/her functions.
Senior Design/Structural Engineer	The Automotive Design/Structural Manager shall have extensive experience in automotive design/development within the automobile industry and understand specific components within an automobile's structure. These components could be aspects of biodynamics, vehicle crashworthiness, body engineering, vehicle seat structures and strength, tires, brakes, handling and stability, child restraint design, and other vehicle specialties. The position should plan to conduct research related to improvements in areas of automotive design and to be responsible to create methods to both construct and test ideas and to verify that they represent practical solutions. The position also should plan to be involved with reviewing the necessary costs and materials of areas of automotive design.
Senior Process Engineer	The Process Engineer shall have extensive experience of the knowledge of mass production processes; lead time, tooling and manufacturing technologies; materials and facilities needed for vehicles and vehicle components. The position is expected to work under the supervision of the project manager, carrying out assignments associated with specific projects, and coordinating the activities of other contractor employees where appropriate.
Senior Manufacturing Engineer	The Senior Manufacturing Engineer shall have extensive experience in automotive manufacturing processes including those related to the fabrication of safety equipment and including related processes that cover operations, machines, machine operators, materials and associated costs of these processes. The position also is familiar with automotive cost estimating procedures.

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Senior Cost Specialist	The Senior Cost Specialist shall have extensive experience in the field of cost accounting and is expected to collect and analyze data under this contract in order to estimate the time, money, materials, and labor required to manufacture a product, construct or provide a service.
Technical Writer	The Technical Writer develops, writes, and edits materials for reports, manuals, briefs, proposals, instruction books, etc. This position observes production, developmental, and experimental activities to determine operating procedure and detail; assists in laying out material for publication including selecting photographs, drawings and charts; arranges for typing, duplicating of materials; and edits and makes changes to material prepared by others to meet contract requirements.
Manufacturing Expert	The Manufacturing Expert shall have extensive experience in automotive manufacturing processes including operations, machines, machine operators, materials and costs and is familiar with automotive cost estimating procedures.
Administrative Assistant	The Administrative Assistant should provide principal administrative support in a contractor.
A3313tatit	support in a contractor.

B.5 PRICE SCHEDULES

B.5.1 MINIMUM REQUIREMENT

CLIN	Fixed Price Category	Firm Fixed
		Price
0001	Kick-off Meeting	

B.5.1 BASE PERIOD – from Award Date through twelve (12) months thereafter

CLIN	Labor Category	Loaded Fixed Labor Rate
1001	Project Manager	
1002	Senior Design/Structural Engineer	
1003	Senior Process Engineer	
1004	Senior Manufacturing Engineer	
1005	Senior Cost Specialist	
1006	Manufacturing Expert	
1007	Technical Writer	
1008	Administrative Assistant	

	Other Direct Costs	Estimated Cost
*1009	Test Item Materials	Reimbursable

*Materials CLINS 1008, 2008, 3008, 4008 and 5008 will be reimbursed at cost.

B.5.2 OPTION PERIOD ONE – from end of Base Period through twelve (12) months thereafter

CLIN	Labor Category	Loaded Fixed Labor Rate
2001	Project Manager	
2002	Senior Design/Structural Engineer	
2003	Senior Process Engineer	
2004	Senior Manufacturing Engineer	
2005	Senior Cost Specialist	
2006	Manufacturing Expert	
2007	Technical Writer	
2008	Administrative Assistant	

	Other Direct Costs	Estimated Cost
*2009	Test Item Materials	Reimbursable

*Materials CLINS 1008, 2008, 3008, 4008 and 5008 will be reimbursed at cost.

B.5.3 OPTION PERIOD TWO – from end of Option Period One through twelve (12) months thereafter

CLIN	Labor Category	Loaded Fixed Labor Rate
3001	Project Manager	
3002	Senior Design/Structural Engineer	
3003	Senior Process Engineer	
3004	Senior Manufacturing Engineer	
3005	Senior Cost Specialist	
3006	Manufacturing Expert	
3007	Technical Writer	
3008	Administrative Assistant	

	Other Direct Costs	Estimated
		Cost
*3009	Test Item Materials	Reimbursable
*Materials CLINE 1008 2008 3008 4008 and 5008 will be reimburged at cost		

*Materials CLINS 1008, 2008, 3008, 4008 and 5008 will be reimbursed at cost.

B.5.4 OPTION PERIOD THREE – from end of Option Period Two through twelve (12) months thereafter

CLIN	Labor Category	Loaded Fixed Labor Rate
4001	Project Manager	
4002	Senior Design/Structural Engineer	
4003	Senior Process Engineer	
4004	Senior Manufacturing Engineer	
4005	Senior Cost Specialist	
4006	Manufacturing Expert	
4007	Technical Writer	
4008	Administrative Assistant	

	Other Direct Costs	Estimated Cost
*4009	Test Item Materials	Reimbursable

*Materials CLINS 1008, 2008, 3008, 4008 and 5008 will be reimbursed at cost.

B.5.5 OPTION PERIOD FOUR – from end of Option Period Three through twelve (12) months thereafter

CLIN	Labor Category	Loaded Fixed Labor Rate
5001	Project Manager	
5002	Senior Design/Structural Engineer	
5003	Senior Process Engineer	
5004	Senior Manufacturing Engineer	
5005	Senior Cost Specialist	
5006	Manufacturing Expert	
5007	Technical Writer	
5008	Administrative Assistant	

	Other Direct Costs	Estimated
		Cost
*5009	Test Item Materials	Reimbursable

*Materials CLINS 1008, 2008, 3008, 4008 and 5008 will be reimbursed at cost.

(End of Section B)

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SECTION C - DESCRIPTION, SPECIFICATION, WORK STATEMENT

C.1 BACKGROUND

The National Highway Traffic Safety Administration (NHTSA) has comprehensive programs to evaluate proposed and existing motor vehicle safety regulations to determine their effectiveness, benefits, and costs. These programs include: (1) estimation of the incremental weights and initial costs of safety features and the lead time and/or effects on manufacturers and suppliers that have been proposed in Agency initiatives to enhance motor vehicle safety and (2) evaluation of the weight and initial consumer cost of components that have been modified or added to motor vehicles in order to comply with the performance requirements of existing regulations.

C.2 PURPOSE

The purpose of this procurement is to conduct cost studies of motor vehicle equipment and perform detailed engineering "teardown" analyses to provide definitive cost and weight estimates of this equipment. The results will serve as the basis for NHTSA's evaluation of the costs, weights, and lead time impacts of proposed initiatives, and compliance with the performance requirements of existing regulations.

C.3 GENERAL REQUIREMENTS

The requirements for each of the task orders issued under this contract will be similar in nature. Generally, the Contractor shall be required to dismantle the systems and subsystems of the motor vehicle equipment under study for cost and weight analysis. The contractor may also be required to analyze lead time and/or effects on manufacturers and suppliers for selected equipment that is yet not required in all new vehicles.

The potential task orders may require the contractor to investigate and document the impacts of voluntary initiatives and new or modified safety regulations on the automobile manufacturers and their suppliers. They may require impact studies on the prime manufacturers, finished component and/or part suppliers (e.g., computer modules or chips) and raw material suppliers (e.g., steel, aluminum, plastics, etc). The scope of the studies may involve estimates of the changes to the manufacturing facilities, tooling, machinery, and equipment as well as identification of industry-wide changes including the development of new industries.

C.4 SPECIFIC REQUIREMENTS

C.4.1 <u>Kick-off Meeting</u>. Within two (2) weeks after the contract award, the Contractor shall meet with the Contracting Officer's Representative (COR) and interested NHTSA staff via teleconference for no more than two (2) hours. The purpose of this meeting is to discuss the Contract objectives, the contract administration and the ordering procedures for issuing future Task Orders.

C.4.2 Briefings/Meetings and Reporting Requirements

- a. It is envisioned that meetings, conferences, and conference calls between NHTSA and the Contractor will be required during the term of the Contract. The frequency will be specified at the Task Order level.
- b. <u>Task Order Progress Reports</u> The information to be contained in the Task Order Reports will be specified in each Task Order issued under the Contract.
- c. <u>Task Order Final Report/End Product</u> The Task Order Final Report and/or End Product will be specified in each Task Order issued under the Contract.
- d. Other Deliverables As determined necessary by NHTSA, the Task Order may require the Contractor to submit other deliverables in support of the work. These Other Deliverables will be specified in each Task Order issued under the Contract.

C.5 <u>POTENTIAL TASK ORDERS</u>

The following are brief descriptions of potential task orders to be issued under this contract.

C.5.1 Potential Task Order – Roof Crush Analysis

The purpose of this Task Order will be to determine the incremental consumer cost and weight of the upgraded roof crush resistance standard. This task order will call for the contractor to research which vehicles had their roofs or pillars redesigned to meet the new requirements and to estimate the cost and weight of the roof, its supporting pillars, and any reinforcements used to the strengthen the roof, for selected models certified to the upgraded FMVSS No. 216 and compare it to the cost of corresponding parts and assemblies in earlier versions of the same models, not yet designed to the upgraded requirement.

C.5.2 Potential Task Order – Enhanced Seat Belt Reminder Systems Analysis

The purpose of the Task Order will be to perform and establish reliable cost and weight estimates for Enhanced Seat Belt Reminder Systems in the front outboard passenger and rear seating positions of light passenger vehicles.

The Contractor shall select, dismantle, and analyze the cost and weight of the technology associated with Enhanced Seat Belt Reminder Systems in a diverse sample of at least three (3) front outboard passenger seating position Enhanced Seat Belt

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Reminder Systems in light passenger vehicles and at least three (3) rear seating position Enhanced Seat Belt Reminder Systems in light passenger vehicles available for sale in the U.S.

(End of Section C)

SECTION D - PACKAGING AND MARKING

D.1 PACKAGING AND MARKING

Preservation and packaging 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 hy common carrier (if applicable) and safe transportation at the most economical rate(s).

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

D.2 FORMATTING TEXT AND IMAGE DELIVERABLES

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

D.2.1 TEXT

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

D.2.2 CHARTS AND GRAPHS

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

D.2.3 ILLUSTRATIONS

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

a. **Graphics** – In the majority of cases, the Office of Communication Services will develop any needed graphics in collaboration with the COR. The Contractor shall provide text, graphs, and charts following the guidelines stipulated in D.2.1 and D.2.2 above. In some cases, the Contractor may be

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required to develop graphics. In these cases, the Contractor shall use only software approved by the U.S. Government Printing Office (e.g. Adobe Illustrator.)

b. Photographs – When photos are used in Agency publications, the Office of Communication Services typically uses existing photos or photos purchased through royalty-free sources. In the event the Contractor must supply photos for use in a publication, the photos must be high resolution images at least 300 dpi at the size used in the publication. Photos shall be supplied on a CD or DVD in either .tif format (for scanned images) or .jpg (for images downloaded to the CD or DVD directly from the digital camera.).

NOTE: If a photograph is supplied by an outside source (Contractor, grantee, national organization, etc.), a release form must accompany the photo indicating that the human subjects in the photo authorize NHTSA to use the photo in its publications and on its Internet site. The Contractor is responsible for ensuring that the necessary arrangements have been made with the photographer and the subjects in the photo to ensure that NHTSA has unlimited rights to use the images in print and on the web. The Contractor shall obtain, and provide to NHTSA, a written statement indicating that NHTSA has unlimited, unrestricted rights to the use of the photos.

D.2.4 WEB-BASED IMAGES

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

(End of Section D)

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SECTION E - INSPECTION AND ACCEPTANCE

All work hereunder shall be subject to review by the Government.

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

This 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 address: <u>https://www.acquisition.gov/far/</u>

Federal Acquisition Regulation (FAR) Clauses:

52.246-6 INSPECTION-TIME AND MATERIALS AND LABOR HOUR (MAY 2001)

E.2 INSPECTION AND/OR ACCEPTANCE

The Contracting Officer's Representative (COR) as designated in this contract will be responsible for monitoring overall performance under this contract. The Contracting Officer's Representative, Task Order, or "COR(TO)," as designated in each Task Order, will be responsible for performing the inspection of all supplies or services rendered under the associated Task Order and for recommending acceptance or replacement/correction of services or materials that fail to meet the Task Order requirements.

(End of Section E)

SECTION F - DELIVERIES OR PERFORMANCES

F.1 FAR 52.252-2 CONTRACT 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 address: <u>https://www.acquisition.gov/far/</u>

Federal Acquisition Regulation (FAR) Clauses:

52.242-15STOP-WORK ORDER (AUG 1989) Alt 1 (APR 1984)52.247-34F.O.B. DESTINATION (NOV 1991).

F.2 PERIOD OF PERFORMANCE

All work and services required hereunder shall not exceed 60 months (inclusive of a 12-month Base Period and four (4) twelve-month Option Periods) from the effective date of the contract.

Any Task Order issued prior to the expiration date of the contract shall be completed by the Contractor within the time specified under the Task Order, provided it is issued and completed in accordance with Section I.3.4, FAR 52.216-22, Indefinite Quantity (OCT 1995).

The Contractor is required to abide by the terms and conditions of the contract until the conclusion of the Task Order performance period.

F.3 DELIVERABLES and MILESTONES

a. <u>Delivery/Milestone schedule</u>

The following Deliverable/Milestone schedule applies to this Contract:

Item Number	Deliverables(D)/Milestones(M)	Due After Contract Award
1	Kickoff Meeting (M)	2 weeks
2	Task Order Progress Report (D)	To be determined when each new Task Order is initiated
3	Task Order Final Report / End Product (D)	To be determined when each new Task Order is initiated
4	Additional Deliverables (D)	To be determined when each new Task Order is initiated
5	Briefings/Meetings (M)	Ongoing

b. <u>Method of Delivery</u>

-

All deliverable items shall be sent by electronic mail to the COR and COR(TO) at the address provided in Section G.2.1, below, or as otherwise specified in the particular Task Order.

(End of Section F)

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 SUBMISSION OF INVOICES

1. Contractors shall submit one (1) original Invoice by email to:

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

or by mail to:

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

- 2. Base contract requirements and each task order shall be invoiced separately. The following data shall be included in invoices to be considered proper for payment:
 - a. Name and address of the Contractor.
 - b. Invoice date and invoice number. The Contractor's should date invoices as close as possible to the date of the mailing or transmission.
 - c. Timeframe covered by the invoice.
 - d. NHTSA Contract Number (with Task Order Number) TBD
 - e. NHTSA Contracting Officer's name TBD
 - f. NHTSA Contracting Specialist's name TBD
 - g. NHTSA Contracting Officer's Representative TBD
 - h. NHTSA Contracting Officer's Representative, Task Order (as applicable) TBD
 - i. Description of supplies/services covered by the invoice to include: 1) CLIN
 - 2) Unit Price
 - 3) Quantity
 - j. Invoice Total Cost/Price.
 - k. Current billing total and a cumulative total of billings to date.
 - 1. Name and address of Contractor's official to whom questions regarding payment should be referred.
 - m. To be acceptable for payment, each invoice must contain the following certification:

"I hereby certify that the information submitted in this invoice, and accompanying documentation, is accurate and conforms to the billing requirements set forth in this Contract."

G.2 GOVERNMENT PERSONNEL

G.2.1 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The performance of the work required under the overall contract will be subject to the technical review of the NHTSA COR. Performance of work required under individual Task Orders will be subject to the technical review of the NHTSA COR(TO).

The following individual has been designated as the NHTSA COR:

Name: <u>TBD</u> DOT /National Highway Traffic Safety Administration 1200 New Jersey Avenue Washington, DC 20590 Telephone: (xxx)-xxx-xxxx Email: [Incorporated at award]@dot.gov

G.2.1.1 The Contracting Officer will designate a representative to assist in monitoring the work under the resultant contract. The COR serves as the technical liaison with the Contractor. The COR 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.

G.2.1.2 In the event any technical direction offered by the COR 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 draft revisions to the terms of the contract that it thinks are necessary to implement the technical direction.

G.2.1.3 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.2.2 ALTERNATE COR

In the event that the NHTSA COR of record (identified in G.2.1 above) is

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unavailable for a period of time during which the Contractor requires technical guidance or during which other COR duties must be fulfilled, then the person identified below has been designated by the NHTSA Contracting Officer to perform those duties as the Alternate COR.

DOT/NHTSA 1200 New Jersey Ave SE, W_-TBD Washington, DC 20590 (202) 366-XTBD E-mail: <u>TBD@dot.gov</u>

G.2.3 CONTRACTING OFFICER REPRESENTATIVE, TASK ORDER (COR(TO))

- a. The Contracting Officer will designate a COR(TO) to assist in monitoring the work under the Task Order. The COR(TO) is responsible for the technical administration of the Task Order and technical liaison with the Contractor. The <u>COR(TO) IS NOT AUTHORIZED</u> to change the scope of work or specifications as stated in the Task Order, to make any commitments or otherwise obligate the Government, or to authorize any changes which affect the Task Order price, delivery schedule, period of performance or other terms or conditions.
- b. 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 this Task Order shall not be construed to authorize the revision of the terms and conditions of this Task Order. The Contracting Officer will authorize any such revision in writing.
- c. The COR (TO) will be designated in each Task Order

G.3 CONTRACTOR PERSONNEL

G.3.1 PROGRAM MANAGER

G.3.1.1 The Contractor shall appoint a Program Manager who will be the Contractor's authorized supervisor for technical and administrative work performed under the this contract. The Project Manager shall act as the single point of contact between the Contractor and the NHTSA COR or other duly authorized of the Government representative under the contract.

G.3.1.2 The Program Manager shall receive and execute, on behalf of the Contractor, such technical assignment directives as the COR, or his duly authorized representative, may issue within the terms and conditions of the contract.

The Program Manager for this contract is:

G.3.2 TAR 1252.237-73 KEY PERSONNEL (APR 2005)

G.3.2.1 The personnel as specified below are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel, as appropriate.

G.3.2.2 Before removing, replacing, or diverting any of the specified individuals, the Contractor shall notify the contracting officer, in writing, before the change becomes effective. The Contractor shall submit information to support the proposed action to enable the contracting officer to evaluate the potential impact of the change on the contract. The Contractor shall not remove or replace personnel under this contract until the Contracting Officer approves the change.

The Key Personnel under this Contract are:

G.4 MATERIALS, SUBCONTRACTS AND ALL OTHER NON-LABOR COSTS

For all materials supplies and subcontracts used in the performance of Task Orders under this Contract, the Contractor shall be reimbursed at cost for such materials, supplies or subcontracts, including appropriate indirect costs. Indirect costs include only those costs clearly excluded from the Loaded Labor Rate and allocated in accordance with the Contractor's usual accounting practices, consistent with FAR Part 31. No fee or profit shall be applied to materials, supplies, subcontracts, or other non-labor items ordered by task orders and furnished under this Contract.

If the Contractor elects to apply indirect costs to Other Direct Costs (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, Price Schedules. These rates will also remain fixed for the life of the Contract.

G.5 TRAVEL AND PER DIEM RATES

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

The Contractor shall obtain COR/CO approval before scheduling any travel unless specifically stated otherwise in the contract. Travel and Per Diem authorized under this contract shall be reimbursed in accordance with the Government Travel Regulations currently in effect.

Travel requirements under this contract shall be met using the most economical form of transportation available. If economy class transportation "Cost, Weight and Lead Time Analysis of Vehicle Systems and Components" DTNH2215R00033 Page 22 of 70

is not available, the request for payment voucher must be submitted with justification for use of higher class travel indicating dates, times, and flight numbers. All travel shall be scheduled sufficiently in advance to take advantage of offered discount rates, unless authorized by the COR.

G.6 LIMITATION OF FUNDS

Incrementally funded task orders issued under this Contract are subject to FAR 52.232-22 "Limitation of Funds" (APR 1984).

G.7 TASK ORDER ORDERING PROCEDURES

G.7.1 Contractors shall be obligated to perform all work, as stipulated on any Task Order they are awarded. Each awarded Task Order will include a ceiling amount, or fixed prices previously negotiated by the Contracting Officer and Contractor.

G.7.2 Task Orders will be issued as follows:

- a. Each Task Order requirement will include a Statement of Work, Period of Performance, and Schedules for Milestones and Deliverables. T&M Task Orders will include a Government estimate of those lahor categories (selected from the contract's list of labor categories) which are expected to be needed in the execution of the Task Order. In addition, a description of how proposals will be evaluated by NHTSA will be provided.
- b. The NHTSA Contracting Officer will furnish the Contractor(s) with a Task Order Request for Proposal (RFP). In accordance with FAR 16.505(b)(1), all Contractors will be provided with "fair opportunity" to propose on Task Order requirements (unless allowable exceptions, as specified in FAR 16.505(b)(2) apply).
- c. Within a specified timeframe, the Contractors shall submit to the Contracting Officer a cost and technical proposal for accomplishment of the task. These proposals must be submitted as two separate documents. No costing information shall be provided in the technical proposal.
- d. Task Order Request for Proposals may request the following information:
 - A list of the labor categories needed to complete the task order, as selected from the schedule in Section B of this contract. Personnel assignments proposed by the Contractors will be subject to review by the COR/Contracting Officer to ensure they meet contract requirements. The COR/Contracting Officer reserves the right to refuse any personnel that does not meet these requirements;
 - 2) Projected labor hours for each labor category;
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- 3) Corresponding hourly labor rates in accordance with Section B of this contract;
- 4) Extended labor costs; and
- 5) Other Direct Costs considered for the execution of the Task Order. Other Direct Costs include travel, materials, subcontract and other miscellaneous expenses relevant to the Task Order. For Other Direct Costs in excess of \$500, the Contractor's shall provide a detailed itemized listing as follows:
 - Travel: Requests for proposed travel shall include the following level of detail: locations traveling to and from, estimated airfare (roundtrip), number of people traveling, per diem rate per person, ground transportation, and other incidental expenses.
 - Materials: A listing of specific materials, associated costs, and the Contractor's basis for arriving at the quoted costs (i.e., identification of a vendor quote, previous experience (please identify) etc.).
 - Subcontractors: Explanation as to the need for Subcontractor personnel versus use of Contractor personnel. Quote from Subcontractor including unloaded labor rate, indirect cost rates, Subcontractor basis for those proposed labor and indirect costs, and other direct costs and basis for those costs, and proposed fee.
 - Other Direct Costs: Provide Explanation and justification in same level of detail.
- e. Direct Costs associated with the preparation and submission of such proposals shall not be reimbursable under this contract.
- f. The Offeror's proposals will be reviewed using the evaluation criteria presented in the RFP.
- g. Following review and negotiation, the Government will award a Task Order to that company whose proposals (both cost and technical) represent the best value to the Government.
- h. The Task Order will include the total ceiling price and (if the task order is to be incrementally funded the amount of federal funds currently available.) The accepted cost proposal submitted by the Contractor will be used as the Task Order Budget and be made part of the Task Order.
- i. The awarded Task Order format will include a face page (Standard Form 26 or applicable form), (see Section G.8), a Statement of Work, Deliverable and Milestone Schedules, the Contractor's approved Task Order Budget, and any other additional provisions and conditions relative to that Task Order.

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- j. Upon the Contractor's receipt of the awarded Task Order, performance shall begin on those services specified in the Task Order and continue through the Period of Performance.
- k. Except for any limitations set forth in Section B.3, "Obligation Summary," there is no limit on the number of orders that may be issued.
- 1. The Government reserves the right to award partial quantities of any task order.
- m. 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 funded by the Government to the Task Order.

G.8 TASK ORDER FORMAT AND CONTENT

Task Orders will be executed by authorized representatives of both parties and will consist of the following:

- a. A cover page (Standard Form 26 or other applicable form) will identify the Contract Number and the assigned Task Order Number. The Task Order shall be numbered with a task order number unique to the individual task.
- b. A project title and statement of work, identifying milestones and deliverables, including any reporting requirements.
- c. A period of performance.
- d. For T&M Task Orders: A financial administration section which indicates the Task Order Ceiling Price based upon the labor-hours and support effort involved. This section shall specify the amount obligated and the accounting data charged with the obligation. FFP Task Orders will indicate the negotiated price and associated accounting data.
- e. A list of any Contractor's employees identified as Key Personnel. In addition, if applicable, the designation of the NHTSA COR(TO) for the effort provided for under the individual Task Order.
- f. A Government 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.
- h. A provision which provides that the Task Order can be modified by

supplemental agreement by the parties.

G. 9 AVAILABILITY OF FUNDS NOTIFICATION (T&M TASK ORDERS ONLY)

G.9.1 The amount presently available for payment by the Government and allotted to any Task Order issued under this contract will appear in each individual Task Order under the heading "Funding Allotment" or 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 amount 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.

G.9.2 Sixty (60) days before the end of each of the periods specified in Section B and/or when all costs incurred will exceed 75 percent of the total amound funded to the Contract by the Government, the Contractor shall notify the Contracting Officer, in writing. This correspondence shall include an estimated amount of additional funds, if any, required to continue timely performance under this Contract or for any further period.

G.9.3 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 Contactor's written request, the Contracting Officer 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 Contracting Officer may terminate that Task Order on that later date.

G.9.4 Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause:

- a. 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
- b. 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 then allotted to any Task Order by the Government until the Contracting Officer notifies the

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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 this Contract.

G.9.5 No notice, communication, or representation in any form other than that specified in G.9.4.b. above, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to any Task Order under this 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 as a result of termination.

G.9.6 When 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 Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

G.9.7 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 costs.

G.9.8 Nothing in this clause shall affect the right of the Government to terminate any Task Order under this contract, or the contract in its entirety. If this contract, or any Task Order under this contract, is terminated, the Government and the Contractor's shall negotiate an equitable distribution of all property produced or purchased under the Task Order.

G.10 SUBCONTRACTS - ADVANCE NOTIFICATION AND CONSENT

Under this contract, the requirements of FAR 44.2, CONSENT TO SUBCONTRACTS, have been fulfilled for the following subcontracts:

<u>TBD</u>

Any future change or revision to the Statement of Work or other applicable aspects of this contract shall include the subcontract(s) only to the extent that performance of the subcontract(s) is directly affected by the change or revision.

(End of Section G)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 SPECIAL DATA RIGHTS PROVISIONS

H.1.1 CONFIDENTIALITY OF REPORTS AND OTHER DATA

Neither the Contractor, nor any affiliate, subsidiary, consultant, subcontractor, or personnel thereof, shall divulge to any third party any information concerning deliverables produced, work performed, results obtained, or any information provided by the Government in connection with this Contract without the prior written approval of the Contracting Officer. The provisions of this clause shall survive the expiration of the Contract.

H.1.2 NHTSA REVIEW OF ANNOUNCEMENTS OR PUBLISHING

Neither the Contractor, nor any affiliate, subsidiary, consultant, subcontractor, or personnel thereof, shall make public releases of information or any matter pertaining to this Contract, including, but not limited to, advertising in any medium, or presentation before technical, scientific, or industry groups, without the prior written approval of the Contracting Officer. The provisions of this clause shall survive the expiration of the Contract.

H.1.3 PROPRIETARY RIGHTS IN DELIVERABLES

All proprietary rights, including publication rights, in any deliverable produced by the Contractor in connection with the work provided for in this Contract shall vest in the Government. The Contractor shall not publish any of the results of the work provided for in the Contract without the prior written approval of the Contracting Officer.

H.1.4 COMPUTER PROGRAMS/DATABASES/PRINTER LAYOUTS AND LOGIC TABLES

A. GENERAL

All computer programs, data files, tables and associated documentation developed under the Contract are the property of the Federal Government and shall be delivered by the Contractor, as mutually agreed upon with the NHTSA COTR before the due date, in accordance with the following paragraphs. All computer programs and data bases developed without Federal funds, and used in performance of the Contract remain the property of the Contractor. If any programs or data hases are modified, however, and used in performance of the resultant Contract, title to the modified portion shall vest in the Government.

B. COMPUTER PROGRAMS

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

1. A general or "overview" flowchart which references the <u>main</u> program and each called subprogram and operation of the system.

2. Detailed flowcharts for each section or subroutine of the system. These shall include reference to labels or addresses actually used in the program.

3. A brief narrative description of each flowchart.

4. A listing of all program source code. Sufficient comments to identify important procedures shall be included in the listing.

5. The source code itself on tape or disk, as appropriate.

6. Running instructions for the computer operator, including an explanation of all possible messages other than those provided by the computer manufacturer.

7. Running instructions for the user, including a full description of user "prompting" by the replies to the executive or command module in the case of a user-friendly program.

C. DATA BASES

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

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

D. PRINTER LAYOUTS AND LOGIC TABLES

Copies of the forms actually used shall be provided. These forms may be reproduced, if necessary, for clarity.

H.2 INFORMATION TECHNOLOGY

H.2.1 SECURITY AND PRIVACY PROTECTION

All deliverables and services rendered under this contract/agreement must comply with Federal and DOT security and privacy protection policies and requirements. NHTSA reserves the right to monitor network activity apart from and independent of the services under the SOW and may require access and rights to install and operate Government-furnished monitoring equipment at any contractor location operating NHTSA equipment or with access to NHTSA systems.

H.2.2 ACQUISITION OF INFORMATION TECHNOLOGY

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

H.2.3 IPv6 COMPLIANCE

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

H.2.4 PROTECTION OF INFORMATION

Any IT solution, including but not limited to hardware, software, firmware, and telecommunications, and all IT services proposed to meet the requirements must comply with the requirements of OMB Memorandum M-06-16, "Protection of Sensitive Agency Information" and "DOT Information Technology and Information Assurance Policy Number 2006-22: Implementation of DOT's Protection of Personally Identifiable Information (PII)."

H.2.5 FDCC COMPLIANCE

Any IT solution, including but not limited to hardware, software, firmware, and telecommunications, proposed to meet the requirements must be accessible and usable from desktops compliant with OMB Memorandum M-07-11, "Implementation of Commonly Accepted Security Configurations for Windows Operating Systems" (Federal Desktop Core Configuration – FDCC).

H.2.6 HSPD-12 COMPLIANCE

Any IT solution, including but not limited to hardware, software, firmware, and telecommunications, proposed to meet the requirements must be compliant with Homeland Security Presidential Directive/HSPD-12, "Policy for a Common Identification Standard for Federal Employees and Contractors," OMB Memorandum M-05-24, "Implementation of Homeland Security Presidential Directive 12," OMB Memorandum M-06-18, "Acquisition of Products and Services for Implementation of HSPD-12," and the HSPD-12 implementation at the Department of Transportation.

H.3 ETHICS AND STANDARDS OF CONDUCT

H.3.1 DISCLOSURE OF CONFLICTS OF INTEREST

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

b. The Contractor shall disclose as soon as reasonably possible any conflict of interest with respect to this contract; making an immediate and full disclosure 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.

c. The Contracting Officer will review the disclosure and may require additional relevant information from the Contractor. If a conflict of interest is found to exist, the Contracting Officer may (a) terminate the award, or (b) determine that it is otherwise in the best interest of the United States to continue the contract performance and include appropriate provisions in the contract to mitigate or avoid such conflict.

d. Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which is related to the contract. The interest(s) that require disclosure include those of any offeror, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of contract award. Affected organizations shall include, but are not limited to, the insurance industry. Key personnel shall include any person owning more than a 20 percent interest in the contractor, and the contractor's corporate officers, its senior inanagers 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.

H.3.2 ACCESS TO SENSITIVE INFORMATION

Work under this contract may involve access to sensitive information* which shall not be disclosed by the contractor unless authorized by the contracting "Cost, Weight and Lead Time Analysis of Vehicle Systems and Components" DTNH2215R00033

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officer. To protect sensitive information, the contractor shall provide training to any contractor employee authorized access to sensitive information and, upon request of the Government, provide information as to an individual's suitability to have such authorization. Contractor employees found by the Government to be un-suitable or whose employment is deemed contrary to the public interest or inconsistent with the best interest of national security, may be prevented from performing work under the particular contract when requested by the contracting officer.

The Contractor shall ensure that contractor employees are citizens of the United States of America or an alien who has been lawfully admitted for permanent residence or employment (indicated by immigration status) as evidenced by investigations in accordance with DOT Order 1632.20, Personnel Security Management. The contractor shall include the above requirements in any subcontract awarded involving access to Government facilities, sensitive information, and/or resources.

*Sensitive Information is proprietary data or other information that, if subject to unauthorized access, modification, loss or misuse could adversely affect national interest, conduct of Federal programs, or privacy of individuals specified in the Privacy Act, but has not been specifically authorized to be kept secret in the interest of national defense or foreign policy under an Executive Order or Act of Congress.

H.3.3 STANDARDS OF EMPLOYEE CONDUCT

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

H.3.4 CONTRACTOR IDENTIFICATION

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

Contractor Employee Name Contractor Employee Title Name of Contractor Include the following statement "On assignment to NHTSA." For example: John Doe Project Manager ABC, Inc. On assignment at NHTSA

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

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

H.4 REQUIREMENTS FOR IMPLEMENTING SECTION 508 STANDARDS

All electronic and information technology, as defined in 36 CFR Part 1194, procured, developed or delivered under this contract shall meet applicable accessibility standards, as specified in 36 CFR Part 1194. 36 CFR Part 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable at <u>http://www.section508.gov</u>.

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. These products must meet the minimum level of accessibility established hy Section 508 of the Rehabilitation Act. The standards provide criteria specific to various types of technologies, including:

- 1194.21 Software applications and operating systems.
- 1194.22 Web-based intranet and internet information and applications.
- 1194.23 Telecommunications products.
- 1194.24 Video and multimedia products.
- Self-contained, closed products.
- 1194.26 Desktop and portable computers.
- 1194.31 Functional Performance Criteria
- 1194.41 Information, Documentation, and Support

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

H.5 NON-PERSONAL SERVICES CONTRACT

This contract is a non-personal services contract as defined in the FAR at subpart 37.101. It is understood and agreed that the Contractor and/or Contractor's employees and subcontractors:

(1) Shall perform the services specified herein as independent Contractors, not as employees of the Government;

(2) Shall be responsible for their own management and administration of the work required and bear sole responsibility for complying with any and all technical, schedule, or financial requirements or constraints attendant to the performance of this contract;

(3) Shall be free from supervision or control by any Government employee with respect to the manner or method of performance of the services specified; but

(4) Shall, pursuant to the Government's right and obligation to inspect, accept or reject the work, comply with such general direction of the Contracting Officer, or the duly authorized representative of the Contracting Officer, as is necessary to ensure accomplishment of the contract objectives.

(End of Section H)

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PART II

SECTION I - CONTRACT CLAUSES

I.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 this/these address(es): www.acquisition.gov/far.

Applicable "X"	FAR Clause Number	FAR Clause Title		
x	52.202-1	Definitions (NOV 2013)		
x	52.203-3	Gratuites (APR 1984)		
x	52.203-5	Covenant Against Contingent Fees (MAY 2014)		
x	52.203-6	Restrictions on Subcontractor Sales to the Government (SEP 2006)		
X	52.203-7	Anti-Kickback Procedures (MAY 2014)		
X	52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (MAY 2014)		
X	52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (MAY 2014)		
Х	52.203-12	Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)		
Х	52.203-13	Contractor Code of Business Ethics and Conduct (APR 2010)		
Х	52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (APR 2014)		
X	52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (MAY 2011)		
Х	52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2013)		
Х	52.204-13	System for Award Management Maintenance (JUL 2013)		
Х	52.204-15	Service Contract Reporting Requirements for Indefinite Delivery Contracts (JAN 2014)		
Х	52.204-19	Incorporation by Reference of Representations and Certifications (DEC 2014)		

	FAR			
Applicable "X"	Clause Number	FAR Clause Title		
X	52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (AUG 2013)		
X	52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013)		
X	52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (DEC 2014)		
X	52.215-2	Audit and Records—Negotiation (OCT 2010)		
x	52.215-8	Order of Precedence – Uniform Contract Format (OCT 1997)		
Х	52.215-14	Integrity of Unit Prices (OCT 2010)		
X	52.215-22	Limitations on Pass-Through Charges-Identification of Subcontractor Effort (OCT 2009)		
Х	52.215-23	Limitations on Pass-Through Charges (OCT 2009)		
Х	52.216-7	Allowable Cost and Payment (JUN 2013) The designated payment office will make interim payments for contract financing on the 30 th day after the designated billing office receives a proper payment request. In the event that the Government requires and audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.		
Х	52.216-24	Limitation of Government Liability (APR 1984)		
X	52.216-29	Time and Materials/Labor Hour Proposal Requirements- Non- Commercial Item Acquisition with Adequate Price Competition (FEB 2007)		
X	52.217-8	Option to Extend Services (NOV 1999) The Contracting Officer may exercise the option by written notice to the Contractor within 30 calendar days of contract expiration.		
Х	52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014)		
X	52.219-8	Utilization of Small Business Concerns (OCT 2014)		
Х	52.219-9	Small Business Subcontracting Plan (OCT 2014) ALT (II) (OCT 2001)		
Х	52.219-16	Liquidated Damages-Subcontracting Plan (JAN 1999)		

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Applicable "X"	FAR Clause Number	FAR Clause Title	
X	52.219-28	Post-Award Small Business Program Representation (JUL 2013)	
X	52.222-3	Convict Labor (JUN 2003)	
X	52.222-21	Prohibition of Segregated Facilities (APR 2015)	
Х	52.222-26	Equal Opportunity (APR 2015)	
Х	52.222-35	Equal Opportunity for Veterans (JUL 2014)	
X	52.222-36	Affirmative Action for Workers with Disabilities (JUL 2014)	
Х	52.222-37	Employment Reports on Veterans (JUL 2014)	
Х	52.222-40	Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)	
Х	52.222-50	Combating Trafficking in Persons (MAR 2015)	
X	52.222-54	Employment Eligibility Verification (AUG 2013)	
Х	52.223-6	Drug-Free Workplace (MAY 2001)	
Х	52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)	
X	52.225-13	Restrictions on Certain Foreign Purchases (JUN 2008)	
Х	52.227-1	Authorization and Consent (DEC 2007)	
Х	52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)	
X	52.227-17	Rights in Data – Special Works (MAY 2014)	
X	52.232-7	Payments under Time-and-Materials and Labor-Hour Contracts (AUG 2012)	
Х	52.232-17	Interest (MAY 2014)	
X	52.232-20	Limitation of Cost (APR 1984)	
Х	52.232-22	Limitation of Funds (APR 1984)	

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Applicable "X"	FAR Clause Number	FAR Clause Title			
X	52.232-23	Assignment of Claims (MAY 2014)			
X	52.232-25	Prompt Payment (JUL 2013)			
Х	52.232-33	Payment by Electronic Funds Transfer – System for Award Management (JUL 2013)			
Х	52.232-39	Unenforceability of Unauthorized Obligations (JUN 2013)			
Х	52.232-40	Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)			
X	52.233-1	Disputes (MAY 2014) X Alternate I (DEC 1991)			
Х	52.233-3	Protest After Award (AUG 1996) X Alternate I (JUN 1985)			
X	52.233-4	Applicable Law for Breach of Contract Claim (OCT 2004)			
Х	52.237-3	Continuity of Services (JAN 1991)			
X	52.242-1	Notice of Intent to Disallow Costs (APR 1984)			
X	52.242-3	Penalties for Unallowable Costs (MAY 2014)			
Х	52.242-13	Bankruptcy (JUL 1995)			
Х	52.243-3	Changes – Time-and-Material or Labor Hour (SEP 2000)			
X	52.244-2	Subcontracts (OCT 2010)			
Х	52.244-6	Subcontracts for Commercial Items (AR 2015)			
X	52.245-1	Government Property (APR 2012)			
Х	52.245-9	Use and Charges (APR 2012)			
Х	52.246-25	Limitation of Liability-Services (FEB 1997)			
X	52.248-1	Value Engineering (OCT 2010)			
Х	52-249-6Termination (Cost-Reimbursement) (May 2004)Alt IV (SEP 1996)				

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Applicable "X"	FAR Clause Number	FAR Clause Title
X	52.249-14	Excusable Delays (APR 1984)
X	52.251-1	Government Supply Sources (APR 2012)
X	52.253-1	Computer Generated Forms (JAN 1991)

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

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

Applicable "X"	TAR Clause Number	TAR Clause Title (Thru APR 2009)
X	1252.223-73	Seat Belt Use Policies and Programs (APR 2005)
X	1252.235-70	Research Misconduct (APR 2005)
х	1252.237-70	Qualifications of Contractor Employees (APR 2005)
X	1252.239-70	Security Requirements for Unclassified Information Technology Resources (APR 2005)
x	1252.242-71	Contractor Testimony (OCT 1994)
X	1252.242-72	Dissemination of Contract Information (OCT 1994)
x	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 FAR 52.204-1 APPROVAL OF CONTRACT (DEC 1989)

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

I.3.2 FAR 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 FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)

- (a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than \$3,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor ---

(1) Any order for a single item in excess of the Total Contract Ceiling amount established for the Contract Year during which the order was placed;

(2) Any order for a combination of items in excess of the Total Contract Ceiling amount established for the Contract Year during which the order was placed; or

(3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

- (c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

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I.3.4 FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)

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

I.3.5 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within seven (7) days within the expiration 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 <u>60 months.</u>

(End of Section I)

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J

LIST OF ATTACHMENTS

<u>Attachment</u> <u>No</u> .	Attachment Description	<u>Pages</u>
1.	Task Order 1 SOW	10
2.	Task Order 2 RFP	14
3.	Small Business Subcontracting Plan	4
4.	SF LLL – Disclosure of Lobbying Activities	2

PART IV

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

K.1 FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

(a)

(1) The North American Industry classification System (NAICS) code for this acquisition is 541690.

(2) The small business size standard \$15 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 provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

[_] (i) Paragraph (d) applies.

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

(c)

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

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

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

(B) The solicitation is a request for technical proposals under twostep sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.

(vi) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

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(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

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

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

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

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

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

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

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

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

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

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

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(C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

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

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

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

[Contracting Officer check as appropriate.]

(i) 52.204-17, Ownership or Control of Offeror.

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

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

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

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

(vi) 52.227-6, Royalty Information.

____(A) Basic.

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(B) Alternate I.

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

(d) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through <u>https://www.acquisition.gov</u>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below *[offeror to insert changes, identifying change by clause number, title, date]*. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	 Date	Chan	ige
		 	:	

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 SAM.

(End of Provision)

K.2 FAR 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

(a) Definitions. As used in this provision-

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

"Federal contracts and grants with total value greater than \$10,000,000" means-

(1) The total value of all current, active contracts and grants, including all priced options; and

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

K.3 FAR 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (MAY 2012)

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 \$700,000 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

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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: <u>Name and Address of</u> Cognizant ACO or Federal Official Where Filed:

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

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

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

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

* (3) Certificate of Monetary Exemption. The Offeror hereby certifies that the Offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The Offeror further certifies that if such status changes before an award resulting from this proposal, the Offeror will advise the Contracting Officer immediately. * (4) Certificate of Interim Exemption. The Offeror hereby certifies that

(i) the Offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and

(ii) in accordance with 48 CFR 9903.202-1, the Offeror is not yet required to submit a Disclosure Statement. The Offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the Offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c) (1) or (c) (2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

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

II. Cost Accounting Standards -- Eligibility for Modified Contract Coverage

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

* The Offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the Offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the Offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The Offeror further certifies that if such status changes before an award resulting from this proposal, the Offeror will advise the Contracting Officer immediately.

Caution: An Offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the Offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more. "Cost, Weight and Lead Time Analysis of Vehicle Systems and Components" DTNH2215R00033 Page 51 of 70

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The Offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts. * yes * no

(End of Provision)

Alternate I (Apr 1996). As prescribed in 30.201-3(b), add the following subparagraph (c) (5) to Part I of the basic provision:

* (5) Certificate of Disclosure Statement Due Date by Educational Institution. If the Offeror is an educational institution that, under the transition provisions of 48 CFR 9903.202-1(f), is or will be required to submit a Disclosure Statement after receipt of this award, the Offeror hereby certifies that (check one and complete):

* (i) A Disclosure Statement Filing Due Date of _____ has been established with the cognizant Federal agency.

* (ii) The Disclosure Statement will be submitted within the 6-month period ending ______ months after receipt of this award.

Name and Address of Cognizant ACO or Federal Official Where Disclosure Statement is to be Filed:

K.4 FAR 52.230-7 PROPOSAL DISCLOSURE—COST ACCOUNTING PRACTICE CHANGES (APR 2005)

The Offeror shall check "yes" below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

[]Yes[]No

If the Offeror checked "Yes" above, the Offeror shall--

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

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(End of provision)

K.5 TECHNICAL DATA CERTIFICATION

The offeror certifies that any technical data provided in its offeror has not also been delivered, or is obligated to deliver to the Government under another contract or subcontract except as set forth below:

None

| |

Contract No. (and Subcontract No., if

applicable): Agency Name and Place of

Delivery:

(End of Section K)

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

http://farsite.hill.af.mil/vffara.htm

52.204-7	SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
52.215-1	INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION
	(JAN 2004)
52.215-16	FACILITIES CAPITAL COST OF MONEY (JUN 2003)
52.215-22	LIMITATIONS ON PASS-THROUGH CHARGES—IDENTIFICATION
	OF SUBCONTRACT EFFORT (OCT 2009)
52.216-27	SINGLE AND MULTIPLE AWARDS (OCT 1995)
52.232-38	SUBMISSION OF ELECTRONIC FUNDS TRANSFER
	INFORMATION WITH OFFER (MAY 1999)

L.2 PROPOSAL DELIVERY

1. QUESTIONS: All questions concerning the RFP shall be submitted electronically to Matthew Donahue, Contract Specialist, via email at matthew.donahue@dot.gov, no later than July 28, 2015 at 1500 EST in order for responses to questions to be conveyed in a timely manner. No telephone requests will be entertained. Responses to questions will be posted on www.fbo.gov as an amendment to the solicitation. Offerors shall include RFP Number DTNH2215R00033 in the subject line. Offerors shall submit questions in the form of an electronic file attachment in Microsoft Word format (compatible with version 2010) and shall include at a minimum, company name, address, point of contact, phone number and a reference point for where the question originated.

For example: SOW Section C.2.2, "entitled..." Question: (State the Question)

2. Offerors shall acknowledge receipt of all amendments, if any, to the Solicitation. Accordingly, Offerors should observe Block 14 of the Standard Form 33, Offer of Award, for guidance on this requirement. **AMENDMENT OR CANCELLATION OF SOLICITATION:** NHTSA reserves the right to amend or cancel this solicitation as necessary to meet NHTSA requirements.

COMMUNICATION: 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.

WHEN/WHERE/HOW MANY TO SUBMIT: Each Offeror shall submit their technical and business proposals electronically to Matthew Donahue via email at <u>NHTSAOAM@dot.gov</u>, Contract Specialist. Additionally, each offeror shall submit their technical and business cost proposals as five (5) CD-ROM copies each or ten (10) total CD-ROMs to the below address. The Business Cost Proposal spreadsheets should be interactive so that the Contract Specialist can verify the calculations used to obtain the final cost. The Proposals are due no later than <u>August 19, 2015 at 1500 EST</u>.

Matthew Donahue Contract Specialist, Office of Acquisition Management Department of Transportation/NHTSA/NPO-320 Office of Acquisition Management 1200 New Jersey Avenue, SE, W51-115 Washington, DC 20590

L.3 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of multiple Indefinite Delivery, Indefinite Quantity (IDIQ) Contracts from this solicitation, whereby Time and Materials Task Orders will be issued in accordance with FAR 16.5. All work except for the initial Kickoff Meeting will be ordered through the issuance of Task Orders.

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

Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer at the address below:

Ross S. Jeffries Director, Office of Acquisition Management Department of Transportation/NHTSA/NPO-320 Office of Acquisition Management 1200 New Jersey Avenue, SE, W51-306 Washington, DC 20590 ross.jeffries@dot.gov Acknowledgement of receipt is confirmed by obtaining a written and dated document from Ross Jeffries, Office Director.

The copy of any protest shall be received in the office designated above within one day of filing the protest with the GAO.

L.5 GENERAL INFORMATION

1. SMALL BUSINESS SET-ASIDE

(a) This requirement [__] is **[X_]** is not a 100 percent small business setaside.

(b) For the purpose of this solicitation, the small business size standard is **\$15 million**.

(c) The North American Industry Classification System (NAICS) is **541690**.

2. AWARD NOTICE

No communication by the Government, either written or oral, prior to award, shall be interpreted as a promise that an award will be made.

3. INCURRENCE OF COSTS

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

L.6 FAR 52.252-3 ALTERATIONS IN SOLICITATION (APR 1984)

Portions of this solicitation are altered as follows:

[X] None at this time

L.7 PROPOSAL CONTENT

By no later than the due date for receipt of proposals (as stated in block 9 of this Solicitation Standard Form 33), the Offeror shall submit the following documents:

a. Technical and Business Cost Proposals for Task Order 1 - In order to be considered for the award of a base IDIQ contract, the offeror must submit Technical and Business Cost Proposals for both Task Order 1 (Attachment 1) and Task Order 2 (Attachment 2). Task Order 1 is a representation of the other

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task orders that will be issued under this contract, and it therefore provides a sound basis to evaluate the offerors' qualifications for the overall contract. Task Order 1 will be awarded concurrently with the award of the base contracts. The offeror shall also submit a separate proposal for Task Order 2 (Attachment 2), by following the separate instructions included therein. Task Order 2 will also be awarded concurrently with the award of the base contracts, however, it will not have bearing on determination of the base awards.

b. Standard Form 33 – One (1) completed copy with signature.

c. Section K – Representation, Certifications and Other Statements of Offerors must be completed and submitted as a part of the Offeror's proposal.

d. Waiver of Price Evaluation Adjustments/Preferences – If the offeror has represented itself as a HUBZone Small Business Concern or a joint venture that complies with the requirements of 13 CFR part 126 and the offeror elects to waive either, or both evaluation adjustments provided by this Solicitation the offeror must indicate so in its Business Cost Proposal.

e. DISCLOSURE OF CONFLICTS OF INTEREST (SEP 2013)

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

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

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

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

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

f. The refusal to provide the disclosure or representation, or any additional information as required, may result in disqualification of the Offeror for award. If nondisclosure or misrepresentation is discovered after award, the resulting contract may be terminated.

L.8 TECHNICAL PROPOSAL INSTRUCTIONS

A written technical proposal is required for this RFP. Technical Proposals are to be submitted in PDF, Microsoft Word, EXCEL or a combination of these formats and delivered as five (5) CD-ROM copies. The Technical Proposal shall be separated from the Business Cost Proposal. No cost or pricing information shall be included or referenced in the Technical Proposal. Each technical proposal <u>shall not exceed 20 pages</u> (resumes do not count against the page limit). The Technical Proposal, Volume I, will be evaluated in accordance with Section M.4.

Volume I: Technical Proposal shall be submitted in five (5) parts:

Part I: Table of Contents

Part II: Introduction

Part III: Technical Plan

Part IV: Staff Qualifications

Part V: Past Performance

Cost information <u>shall not</u> be provided in the forwarding letter or in any part of the technical proposal.

L.8.1 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 solicitation, the Table of Contents shall clearly indicate the relationship between the Offeror's proposal framework and that of the solicitation.

L.8.2 INTRODUCTION

The Introduction shall provide reviewers with an impression of the Offeror's understanding of the requirement's objectives and scope of work.

L.8.3 TECHNICAL PLAN (See M.3.1)

The offeror shall provide a technical plan to perform detailed engineering teardown analyses and establish definitive cost and weight estimates of motor vehicle equipment in accordance with the Task Order 1, Roof Crush Analysis Statement of Work under Attachment 1. The plan shall include a narrative description of the teardown or reverse engineering process used, and a methodology to develop manufacturing costs and weights for motor vehicle equipment as practiced by the automotive industry, which should include a discussion of Activity Based Costing Systems.

In addition, the offeror shall describe its plan for overall management of task order requirements, including its methods and procedures for receiving, planning, administering, and completing the specific tasks. This information shall also include details on its approach to track and control costs, to maintain schedules, and to ensure a high level quality of service.

L.8.4 STAFF QUALIFICATIONS (See M.3.2)

The offeror shall provide resumes for all labor categories identified in Section B, but if the offeror includes additional labor categories in its application, it shall provide resumes for those labor categories as well.

The resumes shall provide information on the qualifications and abilities of the offeror's proposed staff and reflect each individual's ability to meet the relevant labor category descriptions. Resumes shall be provided for only those personnel whom the offeror has committed to perform work under the contract. Resumes shall include relevant dates, names, and addresses of educational institutions and employers for all experience, education, and specialized training claimed.

The offeror shall demonstrate that the proposed personnel are suitable to fill those positions specified in Section B. The offeror shall also
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demonstrate that the personnel have the expertise and work-related experience in the skills needed for successful completion of Task Order 1.

The offeror also shall explain its process for retaining personnel and recruiting qualified replacement personnel when necessary.

L.8.5 PAST PERFORMANCE (See M.3.3)

The offeror shall provide a list of recent projects completed or on-going that are similar to tear-down studies of motor vehicle components, parts, or systems. This list shall include dates on which the projects began and were completed, total dollar values of the contracts, customer names, and brief synopses of the projects. Additional information may be provided that helps explain the relevant corporate experience provided.

The offeror shall also provide at least three (3) references that have received services from the offeror, which are comparable to or similar those described in this solicitation. References shall include: (1) name of agency or organization receiving the service; (2) name of reference's point of contact, phone number, and e-mail address; (3) dates services were provided; (4) applicable contract number; (5) applicable contract title, and (6) brief description of services provided.

Offerors shall also provide information regarding any contracts that were terminated for default or convenience of the Government within the past five (5) years. The offerors shall provide explanations of the circumstances in each case.

L.9 COST/BUSINESS PROPOSAL INSTRUCTIONS

Volume II: Cost/Business Proposal shall be submitted in three (3) parts:

Part I: Cost/Price Information

Part II: Other Financial and Organization Information (refer to Section K and instructions under this section)

Part III: Small Business Subcontracting Plan (required for large businesses only)

<u>OFFER - SF-33</u>: Blocks 12 through 18 of Standard Form 33 (Page 1 of this RFP)

must be filled in as appropriate, signed and returned with the offer.

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PART I - COST/PRICE INFORMATION

The offeror shall complete the "Price Evaluation Sheets" included in Section M.7 of this solicitation, as well as the "Price Evaluation Sheet" for Task Order 1, included in Section M.7.6. The level of effort and other direct costs provided in the Price Evaluation Sheets serve two purposes: 1) They provide a common basis on which the offeror's direct labor and ODC indirect cost rates can be compared to other offerors and 2) They may serve as the basis on which the contract's or task order's base and option periods' ceiling amounts are established.

PART II - OTHER FINANCIAL AND ORGANIZATION INFORMATION

General Information:

This section should be considered in concert with Section K. Offerors shall provide the following information:

a. Indicate the company fiscal year period (provide month to month dates).

b. Indicate whether the proposed indirect cost rate(s) have been audited and accepted by any Federal audit agency. Give name, location and telephone number of the agency, and the date of acceptance. If no Federal audit has taken place, data supporting the proposed rates over the past three years must accompany the cost proposal. The data shall include a breakdown of the items comprising overhead and G&A, and the base upon which the burdens are computed.

c. Indicate whether the company system of control of Government property has been approved by a Government agency. If so, provide the name, location and telephone number of the Government agency, and date of approval.

d. Indicate whether written purchasing procedures exist, and whether the company purchasing system has been approved by a Government agency. If so, provide the name, location and telephone number of the cognizant agency, and date of approval.

e. Indicate whether the company accounting system has been approved by any Government agency. If so, provide the name, location and telephone number of the cognizant agency, and date of approval.

f. DUNS and TIN numbers.

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g. If the Offeror takes exception to any of the terms/conditions of the RFP, the Offeror shall note these exceptions and provide an explanation of each.

<u>PART III – SMALL BUSINESS SUBCONTRACTING PLAN (Does Not apply if</u> <u>Prime Contractor is a Small Business</u>)

In accordance with FAR 52.219-9, the Offeror shall submit a Small Business Subcontracting Plan in solicitations and contracts that are expected to exceed \$650,000. As such, the Offeror shall submit Attachment J.3 as part of its proposal submission. Failure to submit a subcontracting plan that does not conform to FAR 52.219-9 shall render the Offeror ineligible for award of a contract.

(End of Section L)

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 EVALUATION, NEGOTIATIONS AND AWARD PROCESS

The selection process for base awards under this Solicitation will be conducted in two phases:

PHASE ONE: TECHNICAL ACCEPTABILITY

The Offeror's technical merit will be evaluated according to the criteria set forth in M.4, Evaluation Criteria. Further guidance on requirements and criteria is provided in Section L – Instructions, Conditions and Notices to Offerors. Failure to provide the information required in Section L could result in rejection of the proposal as being "technically unacceptable."

PHASE TWO: EVALUATION OF COST PROPOSALS

For the purpose of evaluating the estimated total cost proposed by each Offeror, the Government will review the Price Evaluation Sheets in Section M.7.1 through M.7.5. Evaluation of the Base Period and Option Period prices (as applicable) will be performed in accordance with FAR 52.217-5 "Evaluation of Options."

Establishment of the Competitive Range and subsequent discussions (negotiations) with Offerors, if conducted, will be in accordance with FAR 52.215-1 "Instructions to Offerors – Competitive Acquisition" and FAR 15.306, "Exchanges with Offerors after receipt of proposals." Prices of <u>technically</u> <u>unacceptable</u> proposals will <u>not</u> be evaluated.

M.2 BASIS FOR AWARD

Any contracts resulting from this solicitation will be awarded to those responsible Offerors whose offers, conforming to the solicitation, will be most advantageous to the Government. Technical considerations are more important than price. Prices will not be accorded any specific numerical rating.

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

M.3 EVALUATION CRITERIA

The Technical Evaluation Panel (TEP) will evaluate and score each Technical Proposal. The method of evaluation for each of the evaluation factors is described below. All factors and sub-factors are listed in <u>descending order</u> of importance.

M.3.1 TECHNICAL PLAN (See L.8.3)

The offeror will be evaluated on the quality of its technical plan for Task Order 1, and its approach to performing detailed engineering teardown analyses and establishing definitive cost and weight estimates of motor vehicle equipment. The offeror will also be evaluated on its approach to track and control costs, to maintain schedules, and to ensure a high level quality of service. Finally, the offeror will be evaluated on how well its work plan addresses potential issues that may arise during the conduct of the project, and on its strategy for handling any problems.

M.3.2 STAFF QUALIFICATIONS (See L.8.4)

The Offeror will be evaluated on the qualification and experience of its proposed personnel in the following areas:

- Estimating cost of automobile systems, components, and parts including electrical, electronic, mechanical, structural, sheet metal and any other types necessary to crash protection or crash avoidance systems.
- Specifying and/or determining manufacturing processes on a systematic basis, identifying number and types of machines to make parts, material handling required, specifying labor skills along with labor rates, and estimating time (machine hours and labor hours) for all processes.
- Assembly and teardown procedures including classifying parts/components by standard automotive systems.
- Education in automotive design, data recording, data assembly, computer programming and data processing.
- Knowledge of automotive technology, automotive manufacturing, costing and pricing.

The proposed personnel will also be evaluated on their suitability to fulfill and replace identified positions.

M.3.3 CORPORATE EXPERIENCE/PAST PERFORMANCE (See L.8.5)

The offeror will be evaluated based on its level and amount of experience performing detailed engineering teardown analyses and establishing definitive cost and weight estimates of motor vehicle equipment. The offeror will also be evaluated on its performance under similar efforts, including whether it has demonstrated a history of meeting schedule and deliverable deadlines as well as cost constraints. Specifically, whether schedules under other contracts were met as indicated by the actual and required start and completion dates; and if problems were noted, whether or not the offeror has indicated an ability to find solutions and improve overall contract performance. In addition, the offeror will be evaluated on whether it has received reports indicating a high level of satisfaction from its past clients. "Cost, Weight and Lead Time Analysis of Vehicle Systems and Components" DTNH2215R00033 Page 64 of 70

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.

M.4 COST/BUSINESS PROPOSAL EVALUATION (EVALUATED: NOT SCORED)

The Cost/Business Proposal will be analyzed and evaluated to determine the reasonableness of the Offeror's proposed cost. Cost proposals will also be analyzed to assess realism and probable cost to the Government. The purpose of this analysis will be to determine if the Offeror's proposed cost reasonably reflects that the Offeror understands and addresses the Government's requirement(s).

For the Base Contract Price Evaluation Sheets found in Section M.7, below, the estimated number of hours and ODCs are provided in order to establish a common basis on which to review the Offeror's direct labor and ODC indirect cost rates. The Fixed Loaded Labor Rates and the indirect rates will be significant determining factors in this part of the cost evaluation.

For the Task Order 1 Price Evaluation Sheet, found in Section M.7.6, both the proposed level of effort and Fixed Loaded Labor Rates will be considered when making a decision on the Task Order award. The Offeror is reminded that both will be analyzed for realism. The ODCs are again provided for comparison purposes and to establish a ceiling, but the Contractor will be reimbursed at actual cost.

M.5 SMALL BUSINESS SUBCONTRACTING PLAN (EVALUATED: NOT SCORED)

The Government will also evaluate an Offeror (as appropriate) to determine that it has a plan for providing subcontracting opportunities to small disadvantaged businesses.

The Government will review each submitted plan in accordance with the following:

(1) The extent to which SDB concerns are specifically identified;

(2) The extent of commitment to use SDB concerns (for example, enforceable commitments are to be weighted more heavily than non-enforceable ones); and(3) The complexity and variety of the work SDB concerns are to perform;

(4) The realism of the proposal.

M.6 FAR 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate 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).

M.7 BASE CONTRACT PRICE EVALUATION SHEETS

M.7.1 BASE PERIOD

BASE CONTRACT REQUIREMENT			FI	RM-FIXED PRI	CE
Kick-off Meeting					
LABOR CATEGORIES	LEVEL OF		FIXED LOADED		TOTAL
·	EFF	ORT (hours)	H	DURLY RATE	COST
Program Manager		200			
Automotive Design/ Structural		200			
Engineer					
Senior Process Engineer		240			
Senior Manufacturing Engineer		240			
Senior Cost Specialist		300		 .	
Technical Writer		200			
Administrative Assistant	:	180			
TOTAL LABOR COST					
		COST		INDIRECT	TOTAL
OTHER DIRECT COSTS				COST RATE	COST
Graphics, Illustrations, Final Rep	oort	\$7,500			
Equipment		\$6,000			
Total Other Direct Costs					
TOTAL BASE NTE AMOUNT	Г				

M.7.2 OPTION PERIOD ONE

LABOR CATEGORIES	LEVEL OF		FIXED LOADED		TOTAL
	EFFORT (hours)		HOURLY RATE		COST
Program Manager		200			
Automotive Design/ Structural		200			
Engineer		_			
Senior Process Engineer		240			
Senior Manufacturing Engineer		240			
Senior Cost Specialist		300			
Technical Writer	200			= 18 ¹	
Administrative Assistant		180			
TOTAL LABOR COST					
OTHER DIRECT COSTS		COST		INDIRECT COST RATE	TOTAL COST
Graphics, Illustrations, Final Rep	oort	ort \$7,500		costituit	
Equipment		\$6,000			
Total Other Direct Costs					
TOTAL OPTION PERIOD ON NTE AMOUNT					

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M.7.3 OPTION PERIOD TWO

LABOR CATEGORIES	LEVEL OF		FIX	ED LOADED	TOTAL
	EFFORT (hours)		HO	URLY RATE	COST
Program Manager	200				
Automotive Design/ Structural		200			
Engineer					:
Senior Process Engineer		240			
Senior Manufacturing Engineer		240			
Senior Cost Specialist		300			
Technical Writer	200				
Administrative Assistant		180			
TOTAL LABOR COST					
OTHER DIRECT COSTS		COST		INDIRECT COST RATE	TOTAL COST
Graphics, Illustrations, Final Rep	port	\$7,500			
Equipment		\$6,000			
Total Other Direct Costs					
TOTAL OPTION PERIOD TY NTE AMOUNT	wo				

LABOR CATEGORIES	LEVEL OF		FI	XED LOADED	TOTAL
l	EFFORT (hours)		H	OURLY RATE	COST
Program Manager	200		1		
Automotive Design/ Structural		200			
Engineer					
Senior Process Engineer		240			
Senior Manufacturing Engineer		240			
Senior Cost Specialist	1	300			
Technical Writer	200				
Administrative Assistant	1	180			
TOTAL LABOR COST					
OTHER DIRECT COSTS		COST		INDIRECT COST RATE	TOTAL COST
Graphics, Illustrations, Final Rej	port	\$7,500			
Equipment		\$6,000			
Total Other Direct Costs		<u> </u>			
TOTAL OPTION PERIOD					
THREE NTE AMOUNT					

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M.7.4 OPTION PERIOD THREE

M.7.5 OPTION PERIOD FOUR

LABOR CATEGORIES	LEVEL OF		FIXED LOADED		TOTAL
	EFF	ORT (hours)	H	DURLY RATE	COST
Program Manager	200				
Automotive Design/ Structural		200			
Engineer					
Senior Process Engineer		240			
Senior Manufacturing Engineer		240			
Senior Cost Specialist		300			
Technical Writer	200				
Administrative Assistant	180			·	
TOTAL LABOR COST					
OTHER DIRECT COSTS		COST	_	INDIRECT COST RATE	TOTAL COST
Graphics, Illustrations, Final Rep	port	\$7,500			
Equipment		\$6,000			
Total Other Direct Costs					
TOTAL OPTION PERIOD FO	OUR				

M.7.6 TASK ORDER ONE PRICE EVALUATION SHEET

LABOR CATEGORIES	LEVEL OF		FIXED LOADED		TOTAL
	EFFO	RT (hours)	HO	DURLY RATE	COST
Program Manager					
Automotive Design/ Structural					
Engineer					
Senior Process Engineer					
Senior Manufacturing Engineer					
Senior Cost Specialist					
Technical Writer					
Administrative Assistant					
TOTAL LABOR COST		-			
		COST		INDIRECT	TOTAL
OTHER DIRECT COSTS				COST RATE	COST
Graphics, Illustrations, Final Rep	ort	\$7,500			
Equipment		\$6,000			
Total Other Direct Costs				-	
TOTAL BASE NTE AMOUNT	Г				

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OVERALL SUMMARY

TOTAL ESTIMATED PRICE – BASE PERIOD: TOTAL ESTIMATED PRICE – OPTION PERIOD ONE: TOTAL ESTIMATED PRICE – OPTION PERIOD TWO: TOTAL ESTIMATED PRICE – OPTION PERIOD THREE: TOTAL ESTIMATED PRICE – OPTION PERIOD FOUR:

\$		
\$		
\$\$ \$ \$ \$		
\$		 _
\$		

GRAND TOTAL:

(End of Section M)

ATTACHMENT 1

TASK ORDER 1- ROOF CRUSH ANALYSIS STATEMENT OF WORK

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TASK ORDER 1 – COST AND WEIGHT ANALYSIS OF ROOF CRUSH RESISTANCE UPGRADE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 <u>SUPPLIES/SERVICES</u>

The Contractor shall provide the necessary qualified personnel, facilities, materials, supplies, equipment, and services to perform a Task Order for the effort entitled, "Cost and Weight Analysis of Roof Crush Resistance Upgrade."

B.2 <u>TYPE OF TASK ORDER</u>

This is a Time and Materials Task Order.

B.3 CEILING AMOUNT

The Ceiling Amount for this Task Order is \$_____.

B.4 INVOICES

The contractor shall submit one (1) invoice per month for the labor hours performed and the materials purchased during that invoice period, so long as the ceiling for that period has not been exceeded.

SECTION C - DESCRIPTION, SPECIFICATIONS, WORK STATEMENT

C.1 BACKGROUND

In 2009, the National Highway Traffic Safety Administration (NHTSA) upgraded FMVSS No. 216, "Roof crush resistance," by increasing the mass applied to the roof during the compliance test and by extending the standard to include vehicles from 6,000 to 10,000 pounds GVWR.¹ The new requirements began to phase in during MY 2013, with full compliance for all new vehicles by MY 2016.

The new FMVSS 216a standard, announced by NHTSA on April 30, 2009, is intended to result in significantly stronger roof structures. The standard specified four major changes: 1) The maximum applied force must equal three times the unloaded vehicle weight for vehicles with a gross vehicle weight rating of 6,000 pounds or less, 2) The standard is expanded to include vehicles with a gross vehicle weight rating between 6,000 and 10,000 pounds, 3) Head room maintenance is monitored through the use of a head form representing a 50th percentile male seated in the front occupant positions, and 4) The platen force, displacement, and head form contact requirements must be met on both sides of the vehicle's roof structure.

NHTSA has implemented a "Phase-In" schedule for compliance with this requirement. An incremental phased-in fleet compliance schedule allows OEMs to gradually work the new rule into new programs without having to re-design the entire fleet immediately. For FMVSS 216a, the phase-in schedule is as follows:

Passenger cars, multipurpose passenger vehicles, trucks and buses with a GVWR of 6000 lbs. or less:

- 25% of the vehicles manufactured during the period from September 1, 2012 to August 31, 2013
- 50% of the vehicles manufactured during the period from September 1, 2013 to August 31, 2014
- 75% of the vehicles manufactured during the period from September 1, 2014 to August 31, 2015
- 100% of the vehicles manufactured on or after September 1, 2015

Passenger cars, multipurpose passenger vehicles, trucks and buses with a GVWR greater than 6000 lbs. and less than or equal to 10000 lbs.:

• 100% of the vehicles manufactured on or after September 1, 2016

¹ Federal Register 74 (May 12, 2009): 22347.

C.2 <u>PURPOSE</u>

The purpose of this Task Order is to determine the incremental consumer cost and weight of the upgraded roof crush resistance standard. This task calls for the contractor to research which vehicles had their roofs or pillars redesigned to meet the new requirements and to estimate the cost and weight of the roof, its supporting pillars, and any reinforcements used to the strengthen the roof, for selected models certified to the upgraded FMVSS No. 216 and compare it to the cost of corresponding parts and assemblies in earlier versions of the same models, not yet designed to the upgraded requirement.

C.3 SPECIFIC REQUIREMENTS

C.3.1 KICK-OFF MEETING

Within one (1) month after Task Order award, the Contractor shall schedule a teleconference meeting with the Contracting Officer Representative (COR), and other interested NHTSA personnel to discuss: 1) the administration of the contract; 2) contract's objectives, 3) planned course of action; 4) schedule, milestones, and deliverables; and 5) any other issues the Contractor or Government identifies that relate to the performance of this effort. During the kick-off meeting, the Contractor shall conduct a briefing, summarizing the Contractor's approach to meeting the contract requirements.

C.3.2 SELECT SAMPLE OF MAKE-MODELS FOR TEARDOWN ANALYSES

The contractor shall propose a sample of vehicles to use in the cost and weight analysis of roof crush resistance upgrade. The contractor's sample shall include at least six (6) vehicles of varying weight (gross vehicle weight rating of 6,000 pounds or less, gross vehicle weight rating between 6,000 and 10,000) and body type. The make-models in the sample must also have older comparison vehicles of the same or a similar make-model that were produced before the roof crush resistance upgrade, not yet designed to the new requirements.

Within two (2) months of the Task Order award, the Contractor shall submit a copy of the preliminary selection of make-models for analysis of the roof crush resistance upgrade to the COR for approval. Within five (5) days of receipt of the preliminary selection, the COR will review and provide comments to the Contractor.

C.3.3 IDENTIFY POSSIBLE MODIFICATIONS TO SAMPLE SELECTION

Within three (3) months of Task Order award, the Contractor shall submit the final sample selection for COR approval. The Contractor shall notify the COR if there is any variance from the preliminary sample selection.

C.4.3 VEHICLE EQUIPMENT

The Contractor shall be required to acquire all necessary motor vehicle equipment from a variety of sources: vehicles being tested by NHTSA or one of its contractors, motor vehicle dealers, OEM manufacturers, Tier-1, 2 and 3 level suppliers, testing labs, salvage yards or other sources. In all instances, the equipment shall be in the same condition as the original equipment at the time the motor vehicles were manufactured.

The Contractor shall be required to conduct market research to determine a fair market price for motor vehicle equipment before obtaining any motor vehicle equipment. Market research requires that the Contractor obtain prices from at least three separate sources. As requested by the COR, the Contractor may provide collected price information to the COR before acquiring any motor vehicle equipment. In all cases, the Contractor shall be required to pay a fair market price for any motor vehicle equipment obtained under this Contract.

C.3.5 CONDUCT MIDTERM REVIEW

Within six (6) months of Task Order award, the Contractor shall conduct a briefing describing the progress of the project to the COR via teleconference. The systems and subsystems dismantled for cost and weight analysis shall be reviewed, along with the manufacturing processes developed for these units.

The Contractor and COR shall review the planned course of action, milestones, and deliverables, identify, and resolve any differences in approach and/or expected goals.

C.3.6 PERFORM COST AND WEIGHT ANALYSIS OF ROOF CRUSH RESISTANCE UPGRADE

Within eight (8) months of Task Order award, the Contractor shall perform a physical tear down study consisting of the following:

The contractor shall determine the incremental cost and weight of at least three roof crush resistance upgrades by computing the total cost of the roof, its supporting pillars, and any reinforcements used to the strengthen the roof, in the sample vehicles and subtracting the total cost and weight of the corresponding parts in the corresponding comparison vehicles. The contractor shall identify the variable manufacturing cost, fixed costs including depreciation and amortization of capital assets, and incremental weights associated with each of these changes. Detailed process operation worksheets or computer printouts will support all estimates, which break down each change into its smallest possible elements in terms of variable manufacturing costs, fixed costs, and weight.

The contractor will utilize the "Asset Center Costing" methodology to identify the process or operation by which each required change is made in terms of:

- Labor minutes and rate(s) per cycle.
- Direct materials and scrap per cycle.
- Machine occupancy hours or station times per cycle.
- Machinery, equipment, and tooling allocated per cycle.

The "Asset Center Costing" methodology consists of the following elements:

- Direct labor dollars per unit (Michigan rates, union shop)
- Direct material costs and scrap allowance per unit
- Variable burden / overhead costs (e.g. indirect, electric power)-
- Fixed burden / overhead allocated per unit (e.g. depreciation / amortization)
- Capital investments required at prevailing annual sales volumes property, plant, machinery, equipment, and tooling)
- Depreciation schedules for property, plant, machinery, and equipment.
- Amortization schedules for special tooling.

The contractor is expected to provide detailed manufacturing process / operation worksheets and/or computer printouts, which clearly show how variable manufacturing costs, fixed burden, and weights are accumulated and reconciled from each part to its parts group and from parts group to the total system.

C.3.7 DRAFT FINAL REPORT

Nine (9) months of Task Order award, the Contractor shall submit a Draft Final Report (DFR) to the COR for review. The draft final report shall be developed to document the findings, including appropriate photographs, drawings, tables, and other exhibits.

The Contractor shall provide definitive cost and weight data for the identified systems. A Draft Final Report will be required, which documents the findings, including appropriate photographs, drawings, tables, and other exhibits. The Draft Final Report shall be organized in accordance with the following guidelines:

- The Abstract shall consist of a brief one-page description of the project and results.
- The Summary of Findings shall present narrative and tables in summary form for each system in sufficient detail so that Agency management need not read the report any further for decision-making purposes. Illustrations will be included; the details of which will be determined as the study unfolds.
- The **Engineering** Analysis shall provide a detailed description of each system and how each subsystem (parts group) works. The objective here is to educate the decision maker as to the operating principles of each subsystem and the system as a whole.
- The **Cost and Weight** Analysis shall explain the development of the manufacturing costs, end user costs, weights, lead times, and capital investments required to bring each school bus into compliance with the appropriate proposed amendment(s). This analysis

will be conducted according to the guidelines provide in Task-2. All tables and illustrations will be developed by the Contractor and approved by the COR.

- Appendices shall be provided, as required.
- Illustrations and photographs of the different components of each parts group to support the analysis in Tasks II and III above shall be included in the Final Report. All costs and weights of each part must be traceable to an illustration of the applicable subsystem (parts group). Parts, components, subassemblies, and completed assemblies must be labeled by placing the variable manufacturing costs and weights above, below, or alongside the specific item being illustrated. End user cost (retail price) estimates will be provided in summary form as specified by the COR.

All illustrations for each of the systems will be stored electronically using software approved by the COR. The illustrations shall be delivered, along with the camera-ready copy of the Contractor's final report, to the COR upon project completion.

The COR will review and provide comments 1 month after receipt of the Draft Final Report.

C.3.8 FINAL REPORT

The Contractor shall provide a Final Report, within eleven (11) months of Task Order award. Within one (1) month, the COR will review the Final Report. The report shall discuss all significant outcomes under this Task Order and incorporate the COR's comments under the draft final report. The Contractor shall provide the Final Report electronically to the COR and the Contract Specialist and one (1) original (hard copy), one (1) bound reproductions and one (1) CD-ROM via regular mail to the COR. The final report shall be provided to NHTSA in both camera ready and appropriate media formats (disk, CD-ROM) with graphics and printing specifications to guide NHTSA's printing office and any outside organization implementing the program.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE

The Period of Performance for this Task Order shall be 12 months from the award date of the Task Order.

F.2 MILESTONES/DELIVERABLES

The following milestones/deliverables apply to this Task Order and are considered important to the successful completion of the project.

Item	Task	Deliverables/Milestones	Due Date After Award	# of Copies
1	C.3.1	Kick-off Meeting via Teleconference (M)	1 month after award	
2	C.3.2	Select Sample of Make-Models for Teardown Analyses (D)	2 months after award	N/A
3	C.3.2	COR review of Analysis of Roof Crush Resistance Upgrade Sample Selection for Teardown (M)	5 days after Item 2	N/A
4	C.3.3	Identify Possible Modification to Sample Selection (D)	3 months after award	N/A
5	C.3.4	Acquire Vehicle Equipment (M)	4 months after award	N/A
6	C.3.5	Midterm Review via Teleconference (M)	6 calendar months	2 Briefs
7	C.3.6	Perform Cost and Weight Analysis for Roof Crush Resistance Upgrade (M)	8 months after award	N/A
8	C.3.7	Submission of Draft Final Report (D)	9 months after award	1
9	C.3.7	COR Review and Comments to Contractor on Draft Final Report (M)	10 calendar months	N/A
10	C.3.8	Submission of Final Report (D)	11 months after award	1 camera Ready, 2 Bound Reproductions; 1 or more CD- Rom(s)
11	C.3,8	COR Review Final Report	12 months after award	N/A
12	Section F.4	Monthly Progress Reports (D)	15 th of month following the month being reported	Electronic and I hard copy

F.3 PLACE OF DELIVERY

All deliverable items shall be furnished via email to the COR at: **TBD**, with courtesy copies to the Contract Specialist at: **TBD**

F.4 MONTHLY PROGRESS REPORTS

The Contractor shall submit progress reports electronically to the COR and the Contract Specialist and one hard copy to the COR. These reports shall be prepared on a monthly basis and submitted by the 15th of the month following the month being reported. Each progress report shall contain concise statements covering the activities relevant to the contract, including:

- (a) A clear account of the work performed during the report period.
- (b) An outline of the work to be accomplished during the next report period.
- (c) A description of any problem encountered or anticipated that will affect the completion of any work within the time and fiscal constraints set, together with recommended solutions to such problems; or, a statement that no problems were encountered.
- (d) A tabulation of the planned, actual and cumulative percent of effort expended by the personnel.
- (e) A chart showing current and cumulative expenditures versus planned expenditures.

SECTION G - TASK ORDER ADMINISTRATION DATA

G.1 CONTRACTING OFFICER REPRESENTATIVE, TASK ORDER (COR(TO))

- a. The Contracting Officer will designate a COR(TO) to assist in monitoring the work under the Task Order. The COR(TO) is responsible for the technical administration of the Task Order and technical liaison with the Contractor. The COR(TO) IS NOT AUTHORIZED to change the scope of work or specifications as stated in the Task Order, to make any commitments or otherwise obligate the Government, or to authorize any changes which affect the Task Order price, delivery schedule, period of performance or other terms or conditions.
- **b.** 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 this Task Order shall not be construed to authorize the revision of the terms and conditions of this Task Order. The Contracting Officer will authorize any such revision in writing.
- c. The following individual has been designated as the NHTSA COR:

Name: <u>TBD</u> DOT /National Highway Traffic Safety Administration 1200 New Jersey Avenue Washington, DC 20590 Telephone: (xxx)-xxx-xxxx Email: [Incorporated at award]@dot.gov

G.2 FUNDS AVAILABILITY

- a. The amount presently available for payment by the Government and allotted to this Task Order is \$______. It is estimated the allotted amount will cover the twelve (12) month period of performance. The Contractor agrees to perform, or have performed, work up to the point at which the total amount paid and payable by the Government under the Task Order approximates but does not exceed the total amount actually allotted by the Government.
- b. Except as required by other provisions of this Task Order, specifically citing and stated to be an exception to this clause-
 - (1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this Task Order; and
 - (2) The Contractor is not obligated to continue performance under this Task Order (including actions under the Termination clause of this Task Order) or

otherwise incur costs in excess of the amount funded to the Task Order by the Government until the Contracting Officer notifies the Contractor in writing that the amount funded by the Government has been increased and specifies an increased amount, which shall then constitute the total allotted by the Government to this Task Order.

- c. No notice, communication, or representation in any form other than that specified in subparagraph b.(2) above, or from any other person other than the Contracting Officer, shall affect the amount funded by the Government to this Task Order.
- d. When and to the extent that the amount funded by the Government is increased, and if the Contractor incurred costs, at its own financial risk (i.e. contractor continues performance and incurs costs past the point at which the government has funded the Task Order) then the Government may reimburse the contractor for those allowable costs as if they had been incurred while funding was available *unless* the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.
- e. Modifications shall not be considered an authorization to exceed the Total Ceiling cost of the Task Order, unless they contain a statement increasing the Total Ceiling Cost.
- f. Nothing in this clause shall affect the right of the Government to terminate this Task Order, or the Task Order in its entirety. If this Task Order is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the Task Order.

G.3 CONTRACTOR TASK ORDER PROJECT MANAGER

The Contractor shall appoint a Project Manager who will be the Contractor's authorized supervisor for technical and administrative work performed under this Task Order. The Project Manager shall provide the single point of contact between the Contractor and the COR or other duly authorized representative under this Task Order.

The Project Manager shall receive and execute, on behalf of the contractor, such technical assignment directives as the NHTSA COR or his duly authorized representative may issue within the terms and conditions of this Task Order.

Complete POC information for the Task Order Project Manager is provided below:

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ATTACHMENT 2

TASK ORDER 2- ENHANCED SEAT BELT REMINDER SYSTEMS REQUEST FOR PROPOSAL

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TASK ORDER 2 -COST AND WEIGHT ANALYSIS OF ENHANCED SEAT BELT REMINDER SYSTEMS

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 <u>SUPPLIES/SERVICES</u>

The Contractor shall provide the necessary qualified personnel, facilities, materials, supplies, equipment, and services to perform a Task Order for the effort entitled, "Cost and Weight Analysis of Enhanced Seat Belt Reminder Systems."

B.2 TYPE OF TASK ORDER

This is a Time and Materials Task Order.

B.3 CEILING AMOUNT

The Ceiling Amount for this Task Order is \$_____.

B.4 INVOICES

The contractor shall submit one (1) invoice per month for the labor hours performed and the materials purchased during that invoice period, so long as the ceiling for that period has not been exceeded.

SECTION C - DESCRIPTION, SPECIFICATIONS, WORK STATEMENT

C.1 BACKGROUND

Congress and the National Highway Traffic Safety Administration (NHTSA) have initiated a number of activities to develop in-vehicle technologies to increase belt use. One method to increase seat belt use is the installation of various types of seat belt reminders in vehicles to prompt occupants to use their belts. Currently, Federal standards require all new vehicles be equipped with a "basic" driver seat belt reminder system that activates, under circumstances when the driver's seat belt is not buckled, a continuous or intermittent audible signal for a period of not less than 4 seconds and not more than 8 seconds. Also depending on which option of the requirement the manufacturers chooses to comply with, a warning light must also be activated for not less than 60 seconds after the ignition switch is turned on or not less than 4 seconds and not more than 8 seconds.

The use of a seat belt increases survivability and reduces injury severity for motor vehicle occupants involved in traffic crashes. Although studies have shown that the vast majority of drivers are using seat belts, with observed usage rates as high as 87 percent in 2013, those who do not wear their seat belts are overrepresented in fatal crashes. In 2012, of the 36,595 passenger vehicle driver fatalities for which restraint use was known, an estimated 10,149 (28%) were unrestrained. The reasons drivers indicate most often as to why they do not use a seat belt include short trips, forgetfulness, in a rush, and discomfort.

One approach to encouraging vehicle occupants to buckle up is to provide them with in-vehicle reminders. However, the reminder system currently required by law is quite minimal and not very effective (Transportation Research Board, 2003). With the goal of further increasing seat belt use, a number of automobile manufacturers have designed enhanced seat belt reminders (ESBR) that exceed the Federally-mandated basic system by providing a more persistent warning to alert drivers and passengers when they are not belted. These ESBR systems have proven to be effective and are an important tool in the campaign to increase seat belt use. Public attitudes towards the ESBR are generally positive, as those drivers whose main reasons for non-use of seat belts relate to forgetfulness or trip type say that the ESBR alerts are beneficial. These enhanced systems range from very simple displays (e.g., flashing icon) to complex, multistage systems triggered by driving status (e.g., speed, travel distance) and featuring multiple types of visual, acoustic, voice, and possibly even haptic (tactile) displays, as well as interlocks, delays, or limitations on some aspect of vehicle performance (e.g., entertainment system).

C.2 PURPOSE

The purpose of the Task Order is to perform and establish reliable cost and weight estimates for Enhanced Seat Belt Reminder Systems in the front outboard passenger and rear seating positions of light passenger vehicles.

OBJECTIVE

The Contractor shall select, dismantle, and analyze the cost and weight of the technology associated with Enhanced Seat Belt Reminder Systems in a diverse sample of at least three (3) front outboard passenger seating position Enhanced Seat Belt Reminder Systems in light passenger vehicles and at least three (3) rear seating position Enhanced Seat Belt Reminder Systems in light passenger vehicles available for sale in the U.S.

C.3 SPECIFIC REQUIREMENTS

C.3.1 KICK-OFF MEETING

Within one (1) month after Task Order award, the Contractor shall schedule a teleconference meeting with the Contracting Officer Representative, Task Order (COR(TO)), and other interested NHTSA personnel to discuss: 1) the administration of the contract; 2) contract's objectives, 3) planned course of action; 4) schedule, milestones, and deliverables; and 5) any other issues the Contractor or Government identifies that relate to the performance of this effort. During the kick-off meeting, the Contractor shall conduct a briefing, summarizing the Contractor's approach to meeting the contract requirements.

C.3.2 ANALYSIS OF ENHANCED SEAT BELT REMINDER SYSTEMS

The contractor shall propose a sample of vehicles by make, model and model year for the study. The sample shall include in at least three (3) front outboard passenger seating position ESBR systems in light passenger vehicles and at least three (3) rear seating position Enhanced Seat Belt Reminder Systems in light passenger vehicles and shall be a representative sample of the most popular types of Enhanced Seat Belt Reminder Systems (e.g., enhanced icon only, enhanced icon and sound, enhanced icon and text, enhanced sound and text, etc.) that are available for sale in the U.S. The sample shall consist of at least three manufacturers with available systems. The COR(TO) and NHTSA will determine the final sample. In preparation for proposing the sample, the contractor shall review ESBR characteristics of current vehicle models from a varied range of automotive manufacturers and develop a list of ESBR characteristics to support the selection of the vehicles with ESBR systems.

Within two (2) month of the Task Order award, the Contractor shall submit a copy of the preliminary selection of make-models vehicles for analysis of Seat Belt Reminder Systems to the COR(TO) for approval. Within five (5) days of receipt of the preliminary selection, the COR(TO) will review and provide comments to the Contractor.

C.3.3 IDENTIFY POSSIBLE MODIFICATIONS TO SAMPLE SELECTION

Within three (3) months of Task Order award, the Contractor shall submit the final sample selection for COR(TO) approval. The Contractor shall notify the COR(TO) if there is any variance from the preliminary sample selection.

C.3.4 PERFORM COST AND WEIGHT ANALYSIS OF ENHANCED SEAT BELT REMINDER SYSTEMS

Within five (5) calendar months of task order award, the contractor shall acquire and perform a physical tear down of

- Labor minutes
- Direct materials and scrap
- Machine occupancy hours or station times
- Machinery, equipment, and tooling utilized

Using prevailing labor and material costs, the Contractor shall determine the variable manufacturing costs and total manufacturing costs for each elemental part, component, subassembly, and complete assemblies that constitute each system under study. The "Asset Center Costing" methodology shall be used to assign variable and fixed burden costs to each unit of a product. Specific cost elements that the contractor must isolate and identify include the following:

- Direct labor dollars per unit (Michigan rates, union shop)
- Direct material costs and scrap allowance per unit
- Variable burden cost per unit, including indirect labor and other costs that vary with production volume
- Fixed burden per unit
- Capital investments required at prevailing annual sales volumes property, plant, machinery, equipment, and tooling
- Depreciation schedules for property, plant and equipment.
- Amortization schedules for special tooling.

The Contractor shall accumulate and reconcile variable manufacturing costs, fixed burden, capital investment, and weight data according to parts grouping systems according to the following partitioning:

Analysis comprises of the full cost of the seat belt systems, including but not limited to

- Buckle sensor
- Occupant detection sensor
- Visual display
- Audio signal
- Wiring

The COR(TO) should be contacted if any components do not easily fall into the above categories. The categories may then be changed at NHTSA's request.

For those components provided by outside suppliers, the contractor shall determine the price paid by the manufacturer where possible. In the absence of supplier pricing data,

the Contractor shall determine the variable manufacturer cost for each purchased part by manufacturing process analysis and assume internal sourcing in the establishment of the manufacturer's variable manufacturing costs.

C.3.5 CONDUCT MIDTERM REVIEW

Within five (5) calendar months of task order award, the COR(TO) shall conference with the Contractor and his associates via teleconference. The Contractor shall conduct a briefing describing the progress of the project. The systems and subsystems dismantled for cost and weight analysis will be reviewed, along with the manufacturing processes developed for these units.

The Contractor and COR(TO) will review the planned course of action, milestones, and deliverables, identify, and resolve any differences in approach and/or expected goals.

C.3.6 DRAFT FINAL REPORT

Within seven (7) calendar months of task order award, the contractor shall submit a **Draft Final Report (DFR)** to the NHTSA COR(TO) for review. The draft final report shall be developed to document the findings, including appropriate photographs, drawings, tables, and other exhibits.

The contractor will provide definitive cost and weight data for the identified systems. A Final Report will be required, which documents the findings, including appropriate photographs, drawings, tables, and other exhibits. The Final Report will be organized in accordance with the following guidelines:

- The Abstract will consist of a brief one-page description of the project and results.
- The Summary of Findings will present narrative and tables in summary form for each system in sufficient detail so that Agency management need not read the report any further for decision-making purposes. Illustrations will be included; the details of which will be determined as the study unfolds.
- The **Engineering Analysis** will provide a detailed description of each system and how each subsystem (parts group) works. The objective here is to educate the decision maker as to the operating principles of each subsystem and the system as a whole.
- The **Cost and Weight Analysis** will explain the development of the manufacturing costs, end user costs, weights, lead times, and capital investments required to bring each school bus into compliance with the appropriate proposed amendment(s). This analysis will be conducted according to the guidelines provide in Task-2. All tables and illustrations will be developed by the contractor and approved by the COR(TO).
- Appendices will be provided as required.

• Illustrations and photographs of the different components of each parts group to support the analysis in Tasks II and III above will be included in the Final Report. All costs and weights of each part must be traceable to an illustration of the applicable subsystem (parts group). Parts, components, subassemblies, and completed assemblies must be labeled by placing the variable manufacturing costs and weights above, below, or alongside the specific item being illustrated. End user cost (retail price) estimates will be provided in summary form as specified by the COR(TO).

All illustrations for each of the systems will be stored on computer disks using software approved by the COR(TO). The computer disk(s) will be delivered, along with the camera-ready copy of the contractor's final report, to the COR(TO) upon project completion.

C.3.7 FINAL REPORT

The Contractor shall provide a Final Report, within eight (8) calendar months of task order award. The report shall discuss all significant outcomes under this Task Order and incorporate the NHTSA COR(TO)'s comments under the draft final report. The Contractor shall provide the Final Report electronically to the NHTSA COR(TO), in addition to one (1) original (hard copy) to the NHTSA Contract Specialist and one (1) original (hard copy), two (2) bound reproductions and one (1) CD-ROM to the NHTSA COR(TO) via regular mail.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE

The Period of Performance for this Task Order shall be 8 months from the award date of the Task Order.

F.2 <u>MILESTONES/DELIVERABLES</u>

The following milestones/deliverables apply to this Task Order and are considered important to the successful completion of the project.

Item#	<u>Task #</u>	Deliverables/Milestones	Due Date After Award
1	C.3.1	Kick-off Meeting (M)	I calendar month
2	C.3.2	Analysis of Seat Belt Reminder Systems of the Sample Selection for Teardown (M) (D)	2 calendar months
3	C.3.3	Identify Possible Modification to Sample Selection (M)(D)	3 calendar months
5	C.3.4	Perform Cost and Weight Analysis for Selected Seat Belt Reminder Systems (M)(D)	5 calendar months
4	C.3.5	Midterm Review (M)	5 calendar months
6	C.3.6	Submission of Draft Final Report (D)	7 calendar months
7		COR(TO) Review and Comments to Contractor on Draft Final Report (M)	1 week after receipt
8	C.3.7	Submission of Final Report (D)	8 calendar months
9	F.4	Monthly Progress Reports (D)	15 days after the month being reported

F.3 PLACE OF DELIVERY

All deliverable items shall be furnished via email to the COR(TO) at: **TBD**, with courtesy copies to the Contract Specialist at: **TBD**

F.4 MONTHLY PROGRESS REPORTS

The Contractor shall furnish Monthly Progress Reports electronically to the NHTSA COR(TO). In addition, the Contractor shall provide one (1) original (hard copy) to the NHTSA Contract Specialist (CS) and to the NHTSA COR(TO) by the 15^{th} of the month. The Monthly Report shall be in Microsoft (MS) word format and may be delivered by email. At a minimum, the progress report shall include a narrative description of the following items:

- Accomplishments made during the reporting period.
- Funds status by major cost element, month's obligations, cumulative obligations, estimated cost to complete, and percent of cost expended versus percent of completion.
- Plans for accomplishments in next reporting period.
- Preliminary or interim results, conclusions, trends or other items of information that the Contractor believes are of interest to NHTSA.
- Problems or delays that the Contractor has experienced in the conduct of his/her services.
- Specific action that the Contractor would like NHTSA to undertake to alleviate a problem.

SECTION G - TASK ORDER ADMINISTRATION DATA

G.1 CONTRACTING OFFICER REPRESENTATIVE, TASK ORDER (COR(TO))

- a. The Contracting Officer will designate a COR(TO) to assist in monitoring the work under the Task Order. The COR(TO) is responsible for the technical administration of the Task Order and technical liaison with the Contractor. The COR(TO) IS NOT AUTHORIZED to change the scope of work or specifications as stated in the Task Order, to make any commitments or otherwise obligate the Government, or to authorize any changes which affect the Task Order price, delivery schedule, period of performance or other terms or conditions.
- **b.** 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 this Task Order shall not be construed to authorize the revision of the terms and conditions of this Task Order. The Contracting Officer will authorize any such revision in writing.
- c. The following individual has been designated as the NHTSA COR(TO):

Name: TBD DOT /National Highway Traffic Safety Administration 1200 New Jersey Avenue Washington, DC 20590 Telephone: (xxx)-xxx-xxxx Email: [Incorporated at award]@dot.gov

G.2 FUNDS AVAILABILITY

- a. The amount presently available for payment by the Government and allotted to this Task Order is \$_____. It is estimated the allotted amount will cover the twelve (12) month period of performance. The Contractor agrees to perform, or have performed, work up to the point at which the total amount paid and payable by the Government under the Task Order approximates but does not exceed the total amount actually allotted by the Government.
- b. Except as required by other provisions of this Task Order, specifically citing and stated to be an exception to this clause-
 - (1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this Task Order; and
 - (2) The Contractor is not obligated to continue performance under this Task Order (including actions under the Termination clause of this Task Order) or

otherwise incur costs in excess of the amount funded to the Task Order by the Government until the Contracting Officer notifies the Contractor in writing that the amount funded by the Government has been increased and specifies an increased amount, which shall then constitute the total allotted by the Government to this Task Order.

- c. No notice, communication, or representation in any form other than that specified in subparagraph b.(2) above, or from any other person other than the Contracting Officer, shall affect the amount funded by the Government to this Task Order.
- d. When and to the extent that the amount funded by the Government is increased, and if the Contractor incurred costs, at its own financial risk (i.e. contractor continues performance and incurs costs past the point at which the government has funded the Task Order) then the Government may reimburse the contractor for those allowable costs as if they had been incurred while funding was available *unless* the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.
- e. Modifications shall not be considered an authorization to exceed the Total Ceiling cost of the Task Order, unless they contain a statement increasing the Total Ceiling Cost.
- f. Nothing in this clause shall affect the right of the Government to terminate this Task Order, or the Task Order in its entirety. If this Task Order is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the Task Order.

G.3 CONTRACTOR TASK ORDER PROJECT MANAGER

The Contractor shall appoint a Project Manager who will be the Contractor's authorized supervisor for technical and administrative work performed under this Task Order. The Project Manager shall provide the single point of contact between the Contractor and the COR(TO) or other duly authorized representative under this Task Order.

The Project Manager shall receive and execute, on behalf of the contractor, such technical assignment directives as the NHTSA COR(TO) or his duly authorized representative may issue within the terms and conditions of this Task Order.

Complete POC information for the Task Order Project Manager is provided helow:

SECTION L – INSTRUCTIONS CONDITIONS AND NOTICES TO OFFERORS OR RESPONDENTS

L.1 <u>TECHNICAL PROPOSAL INSTRUCTIONS</u>

A written technical proposal is required for this RFP. The technical proposal <u>shall not exceed</u> <u>15 pages</u> and shall be bound separately from the business proposal. The Technical Proposal, Volume I, will be evaluated in accordance with Section M.2. Volume I: Technical Proposal shall be submitted in three (3) parts:

Part I: Technical Plan Part II: Staff Qualifications

Cost information <u>shall not</u> be provided in the forwarding letter or in any part of the technical proposal.

L.1.1 TECHNICAL PLAN (See M.2.1)

The offeror shall provide a technical plan to perform detailed engineering teardown analyses and establish definitive cost and weight estimates of motor vehicle equipment in accordance with the Statement of Work in Section C. The plan shall include a narrative description of the teardown or reverse engineering process used, and a methodology to develop manufacturing costs and weights for motor vehicle equipment as practiced by the automotive industry, which should include a discussion of Activity Based Costing Systems.

In addition, the offeror shall describe its plan for overall management of task order requirements, including its methods and procedures for receiving, planning, administering, and completing the specific tasks. This information shall also include details on its approach to track and control costs, to maintain schedules, and to ensure a high level quality of service.

L.1.2 STAFF QUALIFICATIONS (See M.2.2)

The offeror shall provide resumes for all labor categories identified in the Price Schedule in Section L.2, above, but if the offeror includes additional labor categories in its application, it shall provide resumes for those labor categories as well.

The resumes shall provide information on the qualifications and abilities of the offeror's proposed staff and reflect each individual's ability to meet the relevant labor category descriptions. Resumes shall be provided for only those personnel whom the offeror has committed to perform work under the contract. Resumes shall include relevant dates, names, and addresses of educational institutions and employers for all experience, education, and specialized training claimed.

The offeror shall demonstrate that the proposed personnel are suitable to fill those positions in the Price Schedule. The offeror shall also demonstrate that the personnel have the expertise and

work-related experience in the skills needed for successful completion of the work specified in the Statement of Work.

L.2 PRICE PROPOSAL INSTRUCTIONS

The Offeror shall complete the following Pricing Structure Spreadsheet.

LABOR CATEGORIES	LEVEL OF		FIXED LOADED		TOTAL
	EFFO	RT (hours)	HC	URLY RATE	COST
Program Manager					
Automotive Design/ Structural					
Engineer					
Senior Process Engineer					
Senior Manufacturing Engineer					
Senior Cost Specialist					
Technical Writer					
Administrative Assistant					
TOTAL LABOR COST				- 	
		COST		INDIRECT	TOTAL
OTHER DIRECT COSTS				COST RATE	COST
Graphics, Illustrations, Final Rep	oort	\$1,600			
Equipment		\$2,500	[
Total Other Direct Costs					
TOTAL BASE NTE AMOUNT	r [–]				
SECTION M - EVALUATION FACTORS FOR AWARD

M.1. EVALUATION, NEGOTIATIONS AND AWARD PROCESS:

A. The evaluation process consists of two separate phases.

PHASE ONE - The offeror's technical proposal will be evaluated for technical merit according to the criteria set forth in M.2.1 and M.2.2.

PHASE TWO - The offeror's proposed prices as reflected in Section M.3 Price and **Other Business Factors** will be considered. The review of the offeror's price will be made independently of the technical review

- B. Negotiations will be conducted to the extent deemed necessary by the Government
- C. The Evaluation Factors set forth in M.2.1 and M.2.2, will be used in evaluating the <u>technical proposal</u>. Further guidance on requirements and criteria is provided in Section L Instructions, Conditions and Notices to Offerors. Technical considerations are more important than price.

M.2 EVALUATION PLAN

The Technical Evaluation Panel (TEP) will evaluate and score each Technical Proposal. The method of evaluation for each of these factors is described below. All factors and sub-factors are listed in <u>descending order</u> of importance. The Offeror will be evaluated in accordance with the criteria described below:

M.2.1 TECHNICAL PLAN (L.1.1)

The offeror will be evaluated on the quality of its technical plan, and its approach to performing detailed engineering teardown analyses and establishing definitive cost and weight estimates of enhanced seat belt reminder systems. The offeror will also be evaluated on its approach to track and control costs, to maintain schedules, and to ensure a high level quality of service. Finally, the offeror will be evaluated on how well its work plan addresses potential issues that may arise during the conduct of the project, and on its strategy for handling any problems.

M.2.2 STAFF QUALIFICATIONS (L.1.2)

The proposed personnel will be evaluated on their suitability to fulfill and replace identified positions and their qualifications for accomplishing the tasks of this project. The individuals will be assessed on how well they meet the base contract descriptions of the labor category to which they are assigned and on other specific knowledge or experience relevant to the tasks of this project.

M.3 PRICE AND OTHER BUSINESS FACTORS

Price and other business factors will be evaluated separately and applied in the determination of Best Value. The completeness and accuracy of cost/price schedules will be reviewed. A determination will be made as to whether the offeror has properly understood the cost/price instructions and provided a complete price for all the requirements.

The proposed prices/costs will be evaluated but not scored. The cost evaluation will be based on price analysis, price reasonableness and comparison with independent government estimate. An evaluation of the offeror's cost/price proposal will be made to determine if it is reasonable for the work to be performed, realistic, complete, reflects a clear understanding of the requirements, and is consistent with the technical proposal.

Offers which are unrealistic in terms of technical approach or unrealistically low in cost(s) and/or price will be deemed reflective of an inherent lack of technical competency or indicative of failure to comprehend the complexity of the task order requirements and may be eliminated from further consideration.

Cost/price risk refers to any aspect of an offeror's proposal that could have significant negative cost consequences for the Government. The proposal will be assessed to identify potential risk. Where risk is assessed it may be described in qualitative terms or used as a best-value discriminator.

M.4 BASIS FOR AWARD

Award of the Task Order will be made based on the review of the technical proposal to ensure the offeror is proposing to the full needs and requirements of the Government as defined in the statement of work AND an evaluation of the cost, including labor costs (skill level, number and mix), subcontractor cost, material costs, overhead and general and administrative expenses.

ATTACHMENT 3

SMALL BUSINESS SUBCONTRACTING PLAN

SUBCONTRACTING PLAN

Date Submitted:

Solicitation Number:

Requirement Title:

Contractor Name:

Address:

The following individual contract plan, together with any attachments, is hereby submitted as a Small Business Subcontracting Plan to fulfill the applicable requirements of Section 8(d) of the Small Business Act (15 U.S.C. 637) and FAR Contract Clauses 52.219-8 and 52.219-9.

Where the offeror/bidder has an existing approved master subcontracting plan, that plan may be submitted in lieu of this form.

Where subcontracting opportunities will not exist for the instant solicitation, please furnish a statement to that effect, signed by an official of the offeror/bidder authorized to make that statement.

(NOTE: text lines may be added to this plan as needed)

1. The following table shall be used in preparing the subcontracting goals expressed in terms of percentage of the total planned subcontracting dollars. This subcontracting plan (as amended) will be applicable to and made a part of any contract awarded as a result of this solicitation:

a. Total prime contract amount: \$_____

b. Total planned subcontract awards: \$_____

- c. Total planned subcontract awards to Large Business and non-profit concerns:
 \$ ______ % (c/b)
- d. Total planned subcontract awards to Service-Disabled Veteran-Owned Small Business concerns (SDVOSB): (note: Title 15 U.S.C.§644 establishes a minimum goal of 3% for SDVOSB. Offeror/bidder shall provide rationale for establishing a lower goal.)

\$_____% (d/b)

e. Total planned subcontract awards to Small Business concerns located in Historically Underutilized Business zones (HUBz):

\$_____% (e/b)

 f. Total planned subcontract awards to Small Disadvantaged Business concerns (SDB): (note: Title 15 U.S.C.§644 establishes a minimum goal of 5% for SDB. Offeror/bidder shall provide rationale for establishing a lower goal.)

\$____

% (f/b)

g. Total planned subcontract awards to Women-Owned Small Business concerns (WOSB):

Page 1

(p/b)(note: Title 15 U.S.C.§644 establishes a minimum goal of 5% for WOSB. Offeror/bidder shall provide rationale for establishing a lower goal.)

- h. Total planned subcontract awards to Small Business concerns (SB) not elsewhere counted:
 \$______% (h/b)
- i. Total combined subcontract awards to <u>all</u> Small Business concerns: (sum c.+d.+e.+f.+g.+h.) \$_____% (i/b)
- 2. The following principal types of supplies and/or services are planned to be subcontracted under this contract. (Indicate if planned to subcontract to a non-small business concern, SB, SDVOSB, HUBz, SDB, or WOSB. Use additional sheets if necessary).

Type of Supply/Service to be subcontracted	Company	Address	Subcontractor type: Non-SB, SB, SDVOSB, HUBz, SDB, WOSB (enter one or more as applicable)
· · · · · · · · · · · · · · · · · · ·		-	

- 3. The following method was used to develop the subcontract percentage goals.
- 4. The following method was used to identify potential subcontract sources for solicitation purposes. (What source lists were used and what organizations were contacted to identify potential SB, SDVOSB, HUBz, SDB, and WOSB subcontractors.)
- 5. Indirect costs (were) (were not) included in establishing the subcontracting goals specified in Sections 1 and 2 above.
- 6. If indirect costs were included, the following method was used to determine the proportionate share of indirect costs to be incurred with SB, SDVOSB, HUBz, SDB, and WOSB subcontractors.
- 7. The following individual will administer the subcontracting program:

Name:

Title: Address: Telephone/e-mail:

This individual's specific duties, as they relate to the subcontracting program, are as follows:

General overall responsibility for review, monitoring, and execution of the plan, including, but not limited to (list duties)

8. The following efforts will be taken to ensure that SB, SDVOSB, HUBz, SDB, and WOSB subcontractors will have an equitable opportunity to compete for subcontracts:

It is agreed that FAR Clause 52.219-8, Utilization of Small Business Concerns, will be included in all subcontracts, which offer further subcontracting opportunities. It is further agreed that all subcontractors (except small business concerns) who receive subcontracts in excess of \$650,000 (\$1,500,000 for construction of any public facility with further subcontracting possibilities) will be required to adopt and comply with a subcontracting plan in accordance with FAR Clause 52.219-9.

When contracting by sealed bidding, follow FAR clause 52.219-9 Alternate I. When contracting by negotiation, follow FAR clause 52.219-9 Alternate II.

- 9. The Contractor agrees to:
 - a. Cooperate in any studies or surveys related to its subcontracting activities as required.
 - b. Submit periodic reports as may be required so that the Government can determine the extent of compliance by the Contractor with the subcontracting plan.
 - c. Submit Subcontracting Report for Individual Contracts and Summary Subcontract Report, to the following Electronic Subcontract Reporting System (ESRS) web site: <u>http://esrs.gov/</u>
 - d. Ensure that its large business subcontractors agree to submit ESRS documents online as required.
- 10. The following types of records concerning procedures that have been adopted to comply with the requirements and goals in the plan should be maintained through completion of the contract:
 - a. Source lists, guides, and other data that identify SB, SDVOSB, HUBz, SDB, and WOSB concerns.
 - b. Organizations contacted in an attempt to locate sources that are SB, SDVOSB, HUBz, SDB, and WOSB concerns.
 - c. Records on each subcontract solicitation over \$100,000 indicating:
 - i. Whether SB's were solicited, and if not, why not;
 - ii. Whether SDVOSB's were solicited, and if not, why not;
 - iii. Whether HUBz's were solicited, and if not, why not;

- iv. Whether DBE's were solicited, and if not, why not;
- v. Whether WOSB's were solicited, and if not, why not;
- vi. If applicable, the reason award was not made to a small business concern.
- vii. Any outreach efforts to contact trade associations, business development organizations, conferences, and trade fairs to locate SB, SDVOSB, HUBz, SDB, and WOSB sources.
- viii. Veterans service organizations
- d. Records of internal guidance and encouragement provided to buyers through:
 - i Workshops, seminars, training programs, etc.
 - ii Monitoring performance to evaluate compliance with the program's requirements.
- e. On a contract-by contract basis, data submitted by the Contractor to the Government to support awarded subcontracts, including the name, address and business size of each subcontractor.

Signed

Printed Name

Company Title

Date

ATTACHMENT 4

SF LLL- DISCLOSURE OF LOBBYING ACTIVITIES

102

NHTSA-ES17-000764-113

DISCLOSURE OF LC	DBBYING ACTIV	ITIES	Approved by OMB
Complete this form to disclose lobbying	ng activities pursuant	to 31 U.S.C. 1352	0348-0046
	iblic burden disclosu		
1. Type of Federal Action: 2. Status of Federal Action: a. contract a. bid/c b. grant b. initia	eporting Entity: 5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:		
Congressional District, <i>if known</i> : ⁴ 6. Federal Department/Agency:		District, <i>if known</i> : Im Name/Descripti	on:
		if applicable:	<u></u>
8. Federal Action Number, if known:	9. Award Amount \$	t, if known :	
10. a. Name and Address of Lobbying Registrant (<i>if individual, last name, first name, MI</i>):	b. Individuals Per different from N (last name, firs	Vo. 10a)	(including address if
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Print Name:		Date:
Federal Use Only:	· · · · · · · · · · · · · · · · · · ·		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

- 1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
- 2. Identify the status of the covered Federal action.
- Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
- 4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
- 5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
- 6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizationallevel below agency name, if known. For example, Department of Transportation, United States Coast Guard.
- 7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
- 8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number, the contract, grant, or Ioan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
- 9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, entar the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
- 10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
- 11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Questions and Answers for Cost. Weight. Lead Time Analysis RFP

1) Question:

TASK ORDER 1 – ROOF CRUSH ANALYSIS STATEMENT OF WORK

SECTION M

Section M.7.1 Base Period, Section M.7.2 Option Period One, Section M.7.3 Option Period Two, Section M.7.4 Labor Categories are Specified with Level of Effort (hours)

Question: The Physical Teardown and Analysis of the Three (3) Pre FMVSS 216a and Three (3) Post FMVSS 216a "Roof Crush" Samples does not show Labor Categories and also, has no Procurement or Acquisition "Cost/Price" listed. There is only Automotive Design/Structural Engineer, Senior Process Engineer, Senior Manufacturing Engineer, Senior Cost Specialist and Nothing for Physical Teardown and Analysis. Does this fall in the labor categories listed or is this a Sub-Contractor.

Answer:

This falls under the labor categories listed.

Also, there is No Procurement or Acquisition "Cost/Price" of the "Roof" Samples. Is this to be an Additional Funding listed in Other Direct Costs.

Answer:

The offeror can use the category "Supplies" for the roof samples. These items will be reimbursed at cost, so for proposal and evaluation purposes, all offerors can use the cost of \$6,000 per year.

2) Question:

TASK ORDER 2 – ENHANCED SEAT BELT REMINDER SYSTEMS

SECTION L

Section L.2 Price Proposal Instructions Labor Categories are Specified with No Level of Effort (hours).

Question: Labor Categories for Task Order 2 are the same as Task Order 1 however, the Sampling Plans are Different for each and would not require the Same or Identical Labor Categories. Example: Task Order 1 "Roof Crush Analysis" Labor Categories Automotive Design/Structural Engineer (Requirement) Task Order 2 "Enhanced Seat Belt Reminder Systems" Automotive Design/Structural Engineer (Not Applicable or Redundant) Again, same questions as Section M. Does Physical Teardown and Analysis of Three (3) Front Passenger and Three (3) Rear Passenger "Enhanced Seat Belt Reminder Systems" fall in the labor categories listed or is this a Sub-Contractor.

Answer:

This falls under the labor categories listed.

Also, there is No Procurement or Acquisition "Cost/Price" of the "Enhanced Seat Belt" Samples. Is this to be an Additional Funding listed in Other Direct Costs.

Answer:

The offeror can use the category "Supplies" for the roof samples. These items will be reinbursed at cost, so for proposal and evaluation purposes, all offerors can use the cost of \$2,500 per year.

3) Question:

TASK ORDER 2 – ENHANCED SEAT BELT REMINDER SYSTEMS

SECTION F

Section F.1 Period of Performance The Period of Performance for This Task Order shall be 8 months.

Question: Is the Task Order 2 Period of Performance for Base Period Year Only! Does this Task Order 2 have additional Period of Performance as with Task Order 1 which Includes Option Period One. Option Period Two. Option Period Three. Option Period Four. Additional Period of Performance of Option Periods One, Two Three and Four would require an expanded Business Proposal to encompass the Four additional years and would substantially affect overall Pricing.

Answer:

Task Order 1 POP is 12 months and Task Order 2 POP is 8 months. Both will be during the Base Year of the contract and therefore will have rates from the Base Year. Task Order 1 Price Sheet is M.7.6 of the Base RFP only.

4) Question:

TASK ORDER 1 – ROOF CRUSH ANALYSIS STATEMENT OF WORK

SECTION L

Section L.8.3 Technical Plan (See M.3.1) The offeror shall provide a technical plan to perform detailed engineering teardown analyses and establish definitive cost and weight estimates of motor vehicle equipment in accordance with the Task Order 1, Roof Crush Analysis Statement of Work under Attachment 1. The plan shall include a narrative description of the teardown or reserves engineering process used, and a methodology to develop manufacturing costs and weights for motor vehicle equipment as practiced by the automotive industry, which should include a discussion of Activity Based Costing Systems.

Question: How should narrative Expand on the discussion of Activity Based Costing Systems to cover specifically what topics and how should this be discussed in detail. How does this discussion affect the technical plan.

Answer:

The narrative should expand on how the offeror will execute the task using the costing methodology. NHTA's reports are available online for further example of our costing methodology.

5) Question:

TASK ORDER 1 – ROOF CRUSH ANALYSIS STATEMENT OF WORK

SECTION C

Section C.3.6 Perform Cost and Weight Analysis of Roof Crush Resistance Upgrade Within eight (8) months of Task Order award, the Contractor shall perform a physical teardown study consisting of the following: "The contractor shall determine the incremental cost and weight of at least three roof crush resistance upgrades by computing the total cost of the roof, its supporting pillars, and any reinforcements used to the strengthen the roof, in the sample vehicles and subtracting the total cost and weight of the corresponding parts in the corresponding comparison vehicles. The contractor shall identify the variable manufacturing cost, fixed costs including depreciation and amortization of capital asset, and incremental weights associated with each of these changes. Detailed process operation worksheets or computer printouts will support all estimates, which break down each change into its smallest possible elements in terms of variable manufacturing costs, fixed costs, fixed costs, and weight. Question: How should narrative Expand on the Definition of the "Asset Center Costing" methodology to identify the process of operation by which each required change is made in terms of: Labor minutes. Direct material, Machine occupancy, Machinery, equip. The Definition of "Asset Center Costing" methodology consists of the following elements: Direct labor, Direct material costs, Variable burden/overhead costs, Fixed burden/overhead, Capital investments, Depreciation schedules. Amortization schedules. How does this affect the technical plan.

Answer:

In the offeror's proposal, it should state the methodology it will use to conduct the tear downs and calculating of cost.

6) Question:

Is there a project spending or ceiling for the base period or option periods?

Answer:

The Ceiling Amount will be established upon award based upon the offeror's proposed rates and costs.

7) Question:

Who is the incumbent?

Answer:

The base **cost** IDIQ contract was awarded to 6 vendors: Ricardo, **Inc.**; Waltonen; Battelle; Lieberman & Associates; Center for Automotive Research; and FEV Engine Technology, **Inc.**

8) Question:

What is the dollar value of work completed during the past year under the existing contract? I can only provide the total value of the previous contract. During the past five years? 1.4 Million

9) Question:

Is there a reason that this requirement was not set aside for small businesses?

Answer:

Market research indicated that limiting the procurement to small businesses would not yield enough qualified offerors.

10) Question:

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Must a small business submit a Small Business Contracting Plan?

Answer:

No.

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B-412316.3

EXHIBIT 2

Evaluation Documents

1. Final Award Recommendation of the Technical Evaluation Committee (Pg. 1)

 Price Negotiation / Contract Award Decision (Pg. 15)



Memorandum

U.S. Department of Transportation

National Highway Traffic Safety Administration

Date:	April 4, 2016
From:	Lixin Zhao Technical Evaluation Committee, Chair National Center for Statistics and Analysis
To:	Janella Davis Contract Officer Office of Acquisition Management
Subject:	Final Award Recommendation for Cost, Weight and Lead Time Analysis of Vehicle Systems and Components (DTNH2215R00033)

TECHNICAL EVALUATION

The Technical Evaluation Committee (TEC) has reviewed technical proposals submitted by two (2) Offerors: *Ricardo, Inc.* and *GLF Consulting*. These proposals are submitted in response to NHTSA's solicitation of Cost, Weight and Lead Time Analysis of Vehicle Systems and Components (DTNH2215R00033).

The purpose of this Request for Proposal (RFP) is to solicit proposals conduct cost studies of motor vehicle equipment and perform detailed engineering "teardown" analyses to provide definitive cost and weight estimates of this equipment. The results from this contract will serve as the basis for NHTSA's evaluation of the costs, weights, and lead time impacts of proposed initiatives, and compliance with the performance requirements of existing regulations. The Offeror is asked to dismantle the systems and subsystems of the motor vehicle equipment under study for cost and weight analysis. The Offeror may also be required to analyze lead time and/or effects on manufacturers and suppliers for selected equipment that is yet not required in all new vehicles. The potential task orders may require the Offeror to investigate and document the impacts of voluntary initiatives and new or modified safety regulations on the automobile manufacturers and their suppliers. The Offeror may be required to perform impact studies on the prime manufacturers, finished component and/or part suppliers (e.g., computer modules or chips) and raw material suppliers (e.g., steel, aluminum, plastics, etc.). The scope of the studies may involve estimates of the changes to the manufacturing facilities, tooling, machinery, and equipment as well as identification of industry-wide changes including the development of new industries.

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This RFP is an IDIQ with Task Order 1 for roof crush analysis and Task Order 2 for Enhanced Seat Belt Reminder Systems Analysis. The purpose of Task Order 1 will be to determine the incremental consumer cost and weight of the upgraded roof crush resistance standard. There are three technical evaluation criteria defined in Section M.3 for this RFP. These criteria are Technical Plan (Section M.3.1), Staff Qualification (Section M.3.2) and Corporate Experience/Past Performance (Section M.3.3). The first criteria, Technical Plan, will be evaluated based on the technical plan for Task Order 1.

A list of the panel members, the panel's method of evaluation, the results of their evaluations and their recommendations (based on the Offerors' proposals) are as follows.

PANEL MEMBERS: Written Presentation of Technical Proposals

The following individuals served as evaluation panel members:

- Lixin Zhao, TEC Chairperson, NHTSA-National Center for Statistics and Analysis;
- Timothy Keon, NHTSA-Office of Vehicle Crashworthiness Research; and
- Chris Wiacek, NHTSA-Office of Crash Avoidance Rulemaking.

METHOD OF TECHNICAL EVALUATION: Written Presentation of Technical Proposals

Offerors responded to the referenced RFP through submission of written technical proposals. Each member of the Technical Evaluation Committee (TEC) was furnished with the following:

- Confidentiality Agreement and Conflict of Interest Certification (both requiring signatures);
- 2. The Statement of Work for the IDIQ, Task Order 1 and Task Order 2;
- 3. Technical proposal evaluation worksheets containing the evaluation criteria including assigned weights;
- 4. The entire solicitation with all amendments; -and-
- 5. Each of the two (2) Offerors' written technical proposals.

EVALUATION PROCEDURE

The technical evaluation process for this solicitation has gone through the following three steps:

- Kick off meeting for evaluation on January 12, 2016: During the meeting, contractor officer, contact specialist and the technical evaluation committee discussed the DO's and DON'Ts. Contract officer and contract specialist answered questions raised by the committee. The committee reviewed the evaluation factors and RFPs, and discussed the score rating;
- Individual review: Each panel members independently reviewed the written technical proposal against the evaluation factors detailed in the solicitation. The proposals were not compared to each other, but rather to the requirements listed in the RFP. The strengths, weaknesses, ambiguities and deficiencies of the proposal were identified by each panel member.

3. Committee evaluation meeting on January 21, 2016: One consensus meeting was held with all panel members, the contract officer, the contract specialist and the legal consul from NHTSA Chief Counsel's Office. Committee chair led the discussion during the 3-hour meeting and the strengths, weaknesses, ambiguities and deficiencies of each proposal were discussed by the panel. The consensus opinions and scores were reached by the panel members for each evaluation factor in each proposal. The Committee determined through consensus, which of the Offerors' proposals were "technically acceptable" and which were "technically unacceptable." A set of discussion/negotiation questions was developed for Offeror whose proposal was deemed "technically acceptable".

TECHNICAL EVALUATION RESULTS

The Technical Evaluation Committee (TEC) has completed its evaluation of technical proposals according to the procurement mentioned above. This memo serves to provide the Office of Acquisition Management with the TEC's reviews and recommendations. The memo provides each evaluation factor, factor weight, and description of strengths, deficiency, ambiguities and weaknesses for each Offeror, for each factor. The memo also provides each team member's individual scores for each Offeror, and TEC's consensus score.

After reviewing the original technical proposal, the final determination of the panel is as follows.

(b)(5)

Technically Unacceptable.

Table 1 lists each individual reviewer's score prior to discussion, the consensus score and the panel's determination for the technical proposal.

The review summary for the evaluation for Ricardo, Inc. is listed in Attachment A and that for GLF Consulting is listed in Attachment B.

COST EVALUATION

After the technical evaluation, only Ricardo, Inc. is deemed technically acceptable. Therefore the Technical Evaluation Committee (TEC) only completed its evaluation of the cost proposal from Ricardo, Inc. for DTNH2215R00033. The Committee evaluated the cost proposal for both the base contract and task order 1.



FINAL RECOMMENDATION

The Committee recommends Ricardo, Inc. for the final award for this solicitation.

SIGNATURE PAGE- Technical Evaluation Panel

This report reflects and supports the findings and consensus position of the Technical Evaluation Committee for the offers submitted in response to *Cost, Weight and Lead Time Analysis of Vehicle Systems and Components (DTNH2215R00033).* This position is supported by the individual findings of the evaluators.

CONCUR:

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Timothy Keon Panel Member An 82016

Chris Wiacek Panel Member

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APPROVED:

Lixin Zhao Technical Evaluation Chairperson

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4.	Attachments:	
	 A. Summary Of Technical Evaluation Panel's Consensus Assessments Of The Technical Proposals from <i>Ricardo, Inc.</i> for Solicitation DTNH2215R00033 B. Summary Of Technical Evaluation Panel's Consensus Assessments Of 	8

The Technical Proposals from *GLF Consulting* for Solicitation DTNH2215R00033



Table 1. Score of Evaluation: Evaluation of Original Technical Proposals

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ATTACHMENT A

SUMMARY OF TECHNICAL EVALUATION PANEL'S CONSENSUS ASSESSEMENTS OF THE TECHNICAL PROPOSALS FOR SOLICITATION DTNH2215R00033





ATTACHMENT B

SUMMARY OF TECHNICAL EVALUATION PANEL'S CONSENSUS ASSESSEMENTS OF THE TECHNICAL PROPOSALS FOR SOLICITATION DTNH2215R00033

GLF Consulting

Criteria	Assigned Weight	Consensus Score
1) Technical Plan	35%	(b)(5)
2) Staff Qualification	33%	
3) Corporate Experience/Past Performance	32%	
Total	100%]

(b)(5)

Technically Unacceptable.

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(b)(5)

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Withheld pursuant to exemption

(b)(5)

of the Freedom of Information and Privacy Act

Therefore the proposal is deemed Technically Unacceptable.

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(b)(5)

Price Negotiation Memorandum/Contract Award Decision Memorandum

Date: September 29, 2016

Subject: Award Decision under Request for Proposal (RFP) DTNH2215R00033

Project Title: Cost, Weight, and Lead Time Analysis of Vehicle Systems and Components

From: Matthew Donahue, Contract Specialist

To: File

A. PURPOSE

The purpose of this memorandum is to explain the Government's negotiation outcomes, detail discussions with the Offeror, provide a cost analysis for the Proposal(s) submitted in response to DTNH2215R00033, and document the award decision.

B. INTRODUCTION

1. Background:

The National Highway Traffic Safety Administration (NHTSA) has comprehensive programs to evaluate proposed and existing motor vehicle safety regulations to determine their effectiveness, benefits, and costs. These programs include: (1) estimation of the incremental weights and initial costs of safety features and the lead time and/or effects on manufacturers and suppliers that have been proposed in Agency initiatives to enhance motor vehicle safety and (2) evaluation of the weight and initial consumer cost of components that have been modified or added to motor vehicles in order to comply with the performance requirements of existing regulations.

The purpose of this procurement is to conduct cost studies of motor vehicle equipment and perform detailed engineering "teardown" analyses to provide definitive cost and weight estimates of this equipment. The results will serve as the basis for NHTSA's evaluation of the costs, weights, and lead time impacts of proposed initiatives, and compliance with the performance requirements of existing regulations.

The requirements for each of the task orders issued under this contract will be similar in nature. Generally, the contractor shall be required to dismantle the systems and subsystems of the motor vehicle equipment under study for cost and weight analysis. The contractor may also he required to analyze lead time and/or effects on manufacturers and suppliers for selected equipment that is yet not required in all new vehicles.

The potential task orders may require the contractor to investigate and document the impacts of voluntary initiatives and new or modified safety regulations on the automobile manufacturers and their suppliers. They may require impact studies on the prime manufacturers, finished component and/or part suppliers (e.g., computer modules or chips) and raw material suppliers (e.g., steel, aluminum, plastics, etc.). The scope of the studies may involve estimates of the changes to the manufacturing facilities, tooling, machinery, and equipment as well as identification of industry-wide changes including the development of new industries.

2. Degree of Competition:

[X] Full and open

[] Other than full & open

[] Single Source Justification

[] After exclusion of sources, exception no:

[] 8(a) Competitive:

[] Non-Competitive 8(a):

3. <u>Procurement Requisition Information:</u>

Procurement Request No: DTNH2215RQ-00028 in the amount of \$1,000.00 (as amended) Date of Requisition (released in Prism): 12/04/2014 PR originator & program office code: Shirley Florus, NSA-310

4. Period of Performance:

For this contract, the	e period of performance will be:	
Base Year:	Twelve (12) Months from Date of Award	
Option Year 1:	Twelve (12) Months from Expiration of Base Year	
Option Year 2:	Twelve (12) Months from Expiration of Option Year 1	
Option Year 3:	Twelve (12) Months from Expiration of Option Year 2	
Option Year 4:	Twelve (12) Months from Expiration of Option Year 3	

5. Contract Type:

The NHTSA, National Center for Statistics & Analysis (NCSA), Evaluation Division (NSA-310) is seeking an Indefinite Delivery, Indefinite Quantity (IDIQ) type contract where task orders will be issued to assist in NHTSA's evaluation of the costs, weights, and lead time impacts of proposed initiatives, and compliance with the performance requirements of existing regulations. The Statement of Work (SOW) for this effort sets forth requirements for supporting potential task orders for the following:

(1) Roof Crush Analysis – The purpose of this project will be to determine the incremental consumer cost and weight of the upgraded roof crush resistance standard. This project will call for the contractor to research which vehicles had their roofs or pillars redesigned to meet the new requirements and to estimate the cost and weight of the roof, its supporting pillars, and any reinforcements used to the strengthen the roof, for selected models certified to the upgraded Federal Motor Vehicle Safety Standard (FMVSS) No. 216 (Roof Crush Resistance) and compare it to the cost of corresponding parts and assemblies in earlier versions of the same models, not yet designed to the upgraded requirement.

(2) Enhanced Seat Belt Reminder Systems Analysis - The purpose of this project will be to perform and establish reliable cost and weight estimates for Enhanced Seat Belt Reminder Systems in the front outboard passenger and rear seating positions of light passenger vehicles. The contractor shall select, dismantle, and analyze the cost and weight of the technology associated with Enhanced Seat Belt Reminder Systems in a diverse sample of at least three (3) front outboard passenger seating position Enhanced Seat Belt Reminder Systems in light passenger vehicles and at least three (3) rear seating position Enhanced Seat Belt Reminder Systems in light passenger vehicles available for sale in the U.S.

The Government contemplates awarding multiple IDIQ Contracts, whereby Time and Materials (T&M) Task Orders will be issued in accordance with Federal Acquisition Regulation (FAR) 16.5, Indefinite-Delivery Contracts. An IDIQ contract type with T&M Task Orders is most appropriate for the work support defined in the SOW due to the unpredictable and dynamic nature of the work activities in the regulatory/rulemaking environment. The nature of the work contemplated by this contract requires the contractor to select a sample of vehicles and to perform physical tear down (disassembly) studies of areas such as labor minutes; direct materials and scrap; machine occupancy hours or station times; and machinery, equipment, and tooling utilized. Using prevailing labor and material costs, the contractor will determine the variable manufacturing costs and total manufacturing costs for each elemental part, component, subassembly, and complete assemblies that constitute each system under study. The Cost and Weight Analyses will explain the development of the manufacturing costs, end user costs, weights, lead times, and capital investments required to bring each vehicle into compliance with the appropriate proposed amendment(s).

Although the above work activities can be defined with accuracy, the deliverables are dependent on the specific nature of the rule that requires support. In addition, the operating principles of each system and subsystem (parts group) will vary based on weight data, manufacturing costs, burden, and capital investment. Further, NHTSA's regulatory priority cannot always be pre-determined to a specific degree to allow for a firm fixed-price contract. In this support organization, the rulemaking agenda are dynamic and may constantly change depending upon the safety priority of the organization. Thus, due to the nature of regulatory activities, it is not possible at the time of placing the contract to estimate accurately the extent or duration of the work or to anticipate costs with a high-degree of confidence. Therefore, it is not suitable to acquire the services defined in the SOW using any other contract type than a T&M contracting arrangement. A T&M contract will play a critical role in delivering quality and meaningful results and deliverables to NCSA and will assist the Government in attaining its goals and achieving its mission of saving lives and reducing injuries from motor vehicle crashes.

The Contracting Officer reviewed the requirements and level of detail of the deliverables as outlined in the SOW and determined that this was the best overall business arrangement considering the level of effort, time, estimated cost and associated risks. The Government, through the Contracting Officer's Representative (COR), will monitor the actual hours expended and the contractor's work effort throughout the period of performance.

6. Extent of Competition:

Synopsis: This requirement was synopsized to the Government-wide point of entry (FedBizOpps.Gov) pursuant to FAR 5.201; the notice was publicized on March 16, 2015.

Solicitation: Full and open competition was solicited for this procurement. The solicitation/Request for Proposal (RFP) was posted to FedBizOpps.Gov on July 20, 2015. Questions were due by 3:00 PM Eastern Standard Time (EST) on July 28, 2015. The due date for proposals was August 19, 2015 at 3:00 PM EST.

Question(s): Ten (10) questions were submitted in response to the RFP.

Amendment(s): No amendments were issued.

Number of timely proposals: Two companies provided timely responses for this solicitation:

1. GLF Consulting P.O. Box 3421 Rancho Cucamonga, CA 91729 Size: Small Business DUNS: 059236021 2. Ricardo, Inc. 40000 Ricardo Dr. Belleville, MI, 48111 Size: Large Business DUNS: 064548308

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7. <u>Proposal Evaluation:</u>

7a. **Proposal Evaluation Factors**

The technical evaluation was conducted in accordance with the RFP, Section M.3 (Evaluation Criteria), listed below. All factors and sub-factors are listed in descending order of importance. Technical considerations are more important than price.

M.3.1 TECHNICAL PLAN (See L.8.3)

The offeror will be evaluated on the quality of its technical plan for Task Order 1, and its approach to performing detailed engineering teardown analyses and establishing definitive cost and weight estimates of motor vehicle equipment. The offeror will also be evaluated on its approach to track and control costs, to maintain schedules, and to ensure a high level quality of service. Finally, the offeror will be evaluated on how well its work plan addresses potential issues that may arise during the conduct of the project, and on its strategy for handling any problems.

ML3.2 STAFF QUALIFICATIONS (See L.8.4)

The Offeror will be evaluated on the qualification and experience of its proposed personnel in the following areas:

- Estimating cost of automobile systems, components, and parts including electrical, electronic, mechanical, structural, sheet metal and any other types necessary to crash protection or crash avoidance systems.
- Specifying and/or determining manufacturing processes on a systematic basis, identifying number and types of machines to make parts, material handling required, specifying labor skills along with labor rates, and estimating time (machine hours and labor hours) for all processes.
- Assembly and teardown procedures including classifying parts/components by standard automotive systems.
- Education in automotive design, data recording, data assembly, computer programming and data processing.
- Knowledge of automotive technology, automotive manufacturing, costing and pricing.

The proposed personnel will also be evaluated on their suitability to fulfill and replace identified positions.

M.3.3 CORPORATE EXPERIENCE/PAST PERFORMANCE (See L.8.5)

The offeror will be evaluated based on its level and amount of experience performing detailed engineering teardown analyses and establishing definitive cost and weight estimates of motor vehicle equipment. The offeror will also be evaluated on its performance under similar efforts, including whether it has demonstrated a history of meeting schedule and deliverable deadlines as well as cost constraints. Specifically, whether schedules under other contracts were met as indicated by the actual and required start and completion dates; and if problems were noted, whether or not the offeror has indicated an ability to find solutions and improve overall contract performance. In addition, the offeror will be evaluated on whether it has received reports indicating a high level of satisfaction from its past clients.

NOTE: Offerors, for which no historical record of past performance has been established, will only he 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.

The price/cost evaluation was conducted in accordance with the RFP (Section M.4, Cost/Business Proposal Evaluation).

M.4 COST/BUSINESS PROPOSAL EVALUATION (EVALUATED: NOT SCORED) The Cost/Business Proposal will be analyzed and evaluated to determine the reasonableness of the Offeror's proposed cost. Cost proposals will also be analyzed to assess realism and probable cost to the Government. The purpose of this analysis will be to determine if the Offeror's proposed cost reasonably reflects that the Offeror understands and addresses the Government's requirement(s).

For the Base Contract Price Evaluation Sheets found in Section M.7, below [in the RFP], the estimated number of hours and ODCs are provided in order to establish a common basis on which to review the Offeror's direct labor and ODC indirect cost rates. The Fixed Loaded Labor Rates and the indirect rates will be significant determining factors in this part of the cost evaluation.

For the Task Order 1 Price Evaluation Sheet, found in Section M.7.6, both the proposed level of effort and Fixed Loaded Labor Rates will be considered when making a decision on the Task Order award. The Offeror is reminded that both will be analyzed for realism. The ODCs are again provided for comparison purposes and to establish a ceiling, but the Contractor will be reimbursed at actual cost.

Other areas for evaluation included the following:

M.5 SMALL BUSINESS SUBCONTRACTING PLAN (EVALUATED: NOT SCORED)

The Government will also evaluate an Offeror (as appropriate) to determine that it has a plan for providing subcontracting opportunities to small disadvantaged businesses.

The Government will review each submitted plan in accordance with the following:

(1) The extent to which SDB concerns are specifically identified;

(2) The extent of commitment to use SDB concerns (for example, enforceable commitments are to be weighted more heavily than non-enforceable ones);

(3) The complexity and variety of the work SDB concerns are to perform;

(4) The realism of the proposal.

M.6 FAR 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's hest 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).

7b. Technical Re-Evaluation:

As a result of a GAO protest of the initial award determination, the agency determined it appropriate to take corrective action to reevaluate the proposals submitted in response to the solicitation. This included using a new technical evaluation panel (TEP) to review the proposals.

All technical proposals covering the three evaluation areas, (1) Technical Plan, (2) Staff Qualifications, and (3) Corporate Experience/Past Performance, were submitted to the Technical Evaluation Panel (TEP) for review on December 17, 2015. The panel members were Lixin Zhao (Chairperson, NSA-130), Timothy Keon (NSR-210), and Chris Wiacek (NRM-220). The initial technical evaluation was
completed on January 21, 2016 in accordance with the technical evaluation criteria stated in Section M.3 of the RFP. During the initial technical evaluation, one offeror, Ricardo, Inc. was deemed technically acceptable and one offeror, GLF Consulting, was deemed technically unacceptable. The cost proposal for Ricardo, Inc. was also evaluated and the initial costs proposed indicated that the offeror had a reasonable chance of award. The technical evaluation panel had some questions for Ricardo, Inc. as a result of technical and cost evaluations. Accordingly, the Office of Acquisition Management entered into negotiations (discussions) with Ricardo, Inc. on March 24, 2016. The offeror, Ricardo, provided responses for the questions on March 31, 2016. The technical panel reviewed the responses and provided their final review of Ricardo's proposals on April 4, 2016. Ricardo's final overall score did not change as a result of questions.

During the panel's technical evaluation, the panel came to a consensus rating for each of the two offerors based on a scoring mechanism; the maximum score was 10.

Assigned Weight 35% 33% 32%	
(%)	
Consensus Consensus Consensus	
GLF, Consulting (b)(5) (b)(5)	Technically Unacceptable

Competitive Range Determination/Reasonable Chance of Award:

7c.

(b)(5)

Table 1 - Technical Evaluation

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award.

Therefore, the GLF Consulting proposal is deemed Technically Unacceptable and the offeror will not be considered for



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E. AWARD DETERMINATION

The NHTSA evaluated proposals received in response to the solicitation based on the evaluation factors outlined in Section M.3 of the RFP. The award decision was based on a determination of the overall best value to the NHTSA, technical evaluation factors and price/cost considered. In making this determination and as stated in the solicitation, technical considerations are more important than price. All factors considered, Ricardo's proposal received an Above Average technical rating and the proposed cost was determined to be fair and reasonable.

Based on the aforementioned information, the Contracting Officer has determined the IDIQ contract for "Cost, Weight, Lead Time Analysis of Vebicle Systems and Components" will be awarded to Ricardo, Inc.

RECOMMEND BY:

Matthew Donanue, Contract Specialist OAM (NFO-300)

<u>9/29/16</u> Date

APPROVED BY:

Janella Davis, Contracting Officer OAM (NFO-300)

Ross S. Jepiries, Director OAM (NFO-300)

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EXHIBIT 3

GLF Consulting Technical / Cost Proposals

1. Technical Proposal (Pg. 1)

2. Cost Proposal (Pg. 71)

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1200 New Jersey Avenue, SE Washington, DC (20590)

National Highway Traffic Safety Administration

NOV 24 2015

COPY SENT VIA E-MAIL

Susan K. McAuliffe Senior Attorney Government Accountability Office 441 G Street, N.W. Washington, D.C. 20548

RE:	FILE:	B-412316.2, Notice of Corrective Action
	SOLICITATION:	DTNH2215R00033
	PROTESTER:	GLF Consulting
	AGENCY:	National Highway Traffic Safety Administration

Dear Ms. McAuliffe:

This letter provides notice that, after careful review of the evaluation process and the decision to exclude the protester's proposal from the competitive range of the procurement, the National Highway Traffic Safety Administration has decided to take corrective action under the above-captioned solicitation.

In our review, we determined that the agency committed errors in its evaluation process. Although minor in nature, the errors cumulatively may have had an effect on the agency's identification of the competitive range and more specifically the decision to exclude the protester from award consideration. In view of the limited number of proposals the agency received in response to its solicitation, we believe that the prudent course in this situation is to re-evaluate the proposals.

Specifically, the nature of the agency's corrective action will include a re-evaluation of the proposals submitted, using a new evaluation panel to carry out the process. We also will issue letters to all of the offerors informing them of these steps. In the protester's case, we also plan to withdraw the Post Award Notification the agency provided dated October 2, 2015 indicating that it was an unsuccessful offeror (GLF Consulting Protest attached electronic file "NHTSA (RICARDOAWARD) 2015-10-02-113843.pdf").

We believe that these actions are responsive to the concerns of the protester. Insofar as the protest takes issue with the evaluation process, the agency has removed the basis for these concerns by withdrawing the current evaluation of its proposal.

In the protest document under the heading "issues", the protester appears to take issue with the evaluation process and the agency's review of each part of its offer. More specifically, in several paragraphs, the protester makes statements indicating that the agency's evaluation either lacked sufficient review, understanding or consideration of various parts of the proposal. The basis for these statements is cited by the protester to be the agency's award debriefing. Since the debriefing information was based on the evaluation the agency is now planning to redo, we believe that the agency's proposed corrective action makes further review of the statements unnecessary.

The protester also takes issue with the FAR clause 52.216-7, Single and Multiple Awards, included in the solicitation that allows the agency to make more than one award under the solicitation. (Solicitation, p. 53). Although the protester cites this clause as a protest basis and the fact that under the current evaluation only one award was made as a problem, the clause permits the agency to take this action. The clause provides mere notice to offerors that the agency may make more than one award. It is a discretionary exercise under the solicitation to make multiple awards where the agency's evaluation determines that more than one awardee is capable of meeting solicitation requirements. It does not guarantee that the agency will make multiple awards under every solicitation.

The prior contract contained more awards because the agency received more proposals from qualified offerors and not because the agency's approach or considerations changed under this solicitation as the protester speculates. Under the current evaluation, the agency received a limited number of proposals and made award to the only offeror determined technically acceptable. However, since the agency is planning to re-evaluate proposals, it reopens the possibility that multiple awards may be made.

Finally, the protester notes as a concern the cost differential between the awardee's price and its own proposal. The protester's offer, however, was determined technically unacceptable under the evaluation and its costs were not reviewed. As a matter of process, the agency does not evaluate cost information for proposals that are not able to technically meet the solicitation requirements. The approach is in line with the agency's solicitation that states "prices of technical unacceptable proposals will not be evaluated." (Solicitation, p. 62).

Although we intend to re-evaluate proposals, we do not intend to change the stated solicitation instructions or evaluation criteria. The agency plans to re-evaluate the proposals in accordance with the specified evaluation requirements to determine technical acceptability of proposals and reviewing the associated cost information of those proposals. Under our planned re-evaluation, we have made no determination on the proposal's technical merit. If the re-evaluation determines the proposal is technically acceptable, then in line with the solicitation requirements, we will review the cost information provided.

As a result of the agency's own review process, we believe that allowing for re-evaluation of proposals is appropriate here. The approach allows the agency to address its own evaluation errors and the protester's concerns with regard to the evaluation of its proposal. Consequently, as a result of the agency's planned corrective actions, we do not believe that further review under the protest is warranted.

We plan to reach out to the offerors as soon as possible to tell them of our corrective actions.

Included with this notice is a copy of the agency's solicitation document for reference purposes.

Respectfully submitted,

Sumona ut

Roland (R.T.) Baumann III Senior Attorney

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

SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SERVICES

- a. The Contractor shall furnish all the necessary facilities, materials, personnel and services to perform the effort entitled: "National Survey of Drowsy Driving Knowledge, Attitude and Behaviors" in support for the National Highway Traffic Safety Administration's (NHTSA), Office of Behavioral Safety Research, in accordance with Section C, "Statement of Work" and as itemized in Section F, "Deliveries or Performance." All support services provided to the Government shall he performed hy the Contractor's employees or personnel otherwise retained by the Contractor to fulfill specific work requirements of the resultant Contract.
- h. The Government anticipates award of a Cost Plus Fixed Fee (CPFF) contract as described in FAR 16.306.

B.2 TOTAL ESTIMATED AMOUNT

The total estimated amount for this contract is <u>TBD</u> which comprises a total estimated cost of <u>TBD</u> and a fixed fee of <u>TBD</u>.

Note: The Contracting Officer (CO) is the only individual who can legally commit or <u>obligate</u> the Government to the expenditure of public funds. No cost chargeable to the proposed contract can be incurred before receipt of a fully executed contract or specific written authorization from the Contracting Officer.

(End of Section B)

SECTION C DESCRIPTION/SPECS./WORK STATEMENT

C.1 INTRODUCTION

The National Highway Traffic Safety Administration (NHTSA) is an agency of the U.S. Department of Transportation (DOT). NHTSA's mission is to save lives, prevent injuries and reduce traffic-related health care and other economic costs. Pursuant to its authority under 23 U.S.C. 401, et. seq., the agency develops, researches, promotes and implements effective educational, engineering and enforcement programs with the goal of ending preventable tragedies and reducing economic costs associated with vehicle use and highway travel.

The Office of Behavioral Safety Research focuses on improving the safety of drivers, occupants, pedestrians, and other road users through laboratory research, field studies, national surveys, and analyses of observational and archival data.

C.2 BACKGROUND

The need for sleep is an inescapable biological phenomenon that when not met leads to widespread and deleterious effects on the mind and body. Whether sleepiness is caused by sleep restriction due to a baby crying all night, a late shift at work, a teenager staying up all night with friends, or due to our natural circadian rhythm, the negative outcomes can be the same. Not surprisingly, the longer someone remains awake, regardless of the reason, negative outcomes become more probable. Sleepiness, without fail, results in cognitive and behavioral decrements that can contribute to diverse negative outcomes including poor school performance, work accidents, long-term physical and mental health consequences, and, most pertinent to the National Highway Traffic Safety Administration (NHTSA),motor vehicle crashes resulting in injuries and death.

NHTSA is interested in drowsy driving's impact on our Nation's roads. While NHTSA has made research contributions throughout the years, including NHTSA's frequently cited report from the 1998 National Center on Sleep Disorders Research (NCSDR)/NHTSA Expert Panel on Driver Fatigue and Sleepiness (NCSDR/NHTSA Expert Panel on Driver Fatigue and Sleepiness, 1998) and ongoing work on in-vehicle drowsy driving detection, many research gaps still exist that, if closed, would provide substantial progress toward understanding the impact of drowsy driving as well as offering potential solutions to the problems it causes.

Precise counts of crashes caused by drowsy driving are not yet possible. Crash investigators can look for certain clues that drowsiness was likely to have contributed to driver error, but these clues are not always identifiable or conclusive. In lieu of consistent and conclusive evidence, researchers have used various methods to estimate the overall number of crashes or crash fatalities caused by driver drowsiness. These methods range from counts of crash reports where police-reports indicate drowsiness as a contributing factor to statistical estimates based on crash reports and surveys of self-report crashes or driving experience.

REQUEST FOR PROPOSAL National Survey of Drowsy Driving Knowledge, Attitude and Behaviors SOLICITATION # DTNH2216R00042

In 2014, there were 846 drowsy-driving related fatalities (2.6% of all fatalities) recorded in NHTSA's Fatality Analysis Reporting System (FARS) database. These reported fatalities (and drowsy-driving crashes overall) have remained largely consistent over the past decade. Between 2005 and 2009, there was an estimated average of 83,000 crashes each year related to drowsy-driving. This annual average includes 886 fatal crashes (2.5% of all fatal crashes), an estimated 37,000 injury crashes, and an estimated 45,000 property damage only crashes.

Researchers have inferred the existence of additional drowsy-driving crashes by looking for correlations with related factors such as the number of passengers in the vehicle, crash time and day of week, driver sex and crash type. One such study from the AAA Foundation for Traffic Safety analyzed data from NHTSA's National Automotive Sampling System (NASS) Crashworthiness Data System (CDS). By using a multiple imputation methodology, they estimated 7 percent of all crashes and 16.5 percent of fatal crashes involved drowsy driving. If this estimate is accurate, it suggests that more than 5,000 people died in drowsy-driving-related motor vehicle crashes across the United States last year.

In the United States a number of surveys have asked drivers if they have fallen asleep while driving. One study found that 41% of drivers report having fallen asleep at the wheel at some point since beginning to drive, 4% fell asleep during the previous month, 7% during the past six months, and 11% during the past year (Tefft, 2010). A NHTSA study (Royal, Street, & Suite, 2002) using a nationally representative telephone survey of 4,010 drivers also found similar results: 37% of drivers reported falling asleep at the wheel and 8% fell asleep in the previous six months. More recently, the CDC (Wheaton, Chapman, Presley-Cantrell, & Croft, 2013) performed a telephone survey of 147,076 drivers across 20 U.S. States. They found that 4% of respondents reported falling asleep in the past 30 days while driving.

Drowsy drivers come from every race and ethnicity, gender, age, income level, education, and employment status. However, some groups are more frequent drowsy drivers than others. Men report falling asleep while driving in the preceding 30 days more frequently than women (5.3% vs. 3.2%), and 25 to 34 year olds are the most likely age group to report falling asleep while driving (6.3%)(Wheaton et al., 2013). People with less than a high school diploma or GED (4.8%) are the most likely to report falling asleep among levels of educational attainment. Black (6.1%) and Hispanic (5.9%) drivers are more likely than white (3.2%) drivers to report falling asleep during driving, and employed (5.1%) and unable to work (6.1%) drivers were more likely than unemployed (3.1%) or retired drivers (1.0%) (Wheaton et al., 2013).

Recently, one study explored how college students' self-reported attitudes, subjective norms, and perceived behavioral control was able to predict study participants' willingness and intention to engage in drowsy driving (Lee, Geiger-Brown, & Beck, 2015). Unfortunately there is limited research about the public's knowledge and attitudes that lead to drowsy driving. Understanding the public's attitudes and knowledge is an important step in building predictive models of behavior that will allow NHTSA to design and deploy countermeasures that can impact the incidence of drowsy driving across the United States.

C.3 <u>OBJECTIVE</u>

The objective is to conduct a nationally representative survey of a randomly selected sample of drivers on their attitudes, behavior and awareness of drowsy driving. In reaching that objective, this project will require identifying relevant prior surveys and publications to inform the current survey design (questions and sampling); developing a multi-modal (primarily web-based) survey instrument, a sampling plan that is designed to be representative of the United States population as well as representative of the populations of New Jersey and Arkansas; and collecting, analyzing, reporting, and planning for the dissemination of the survey results. There are also optional tasks associated with this project that, at the government's discretion, will disseminate the results of the project and/or collect additional survey data in New Jersey and/or Arkansas at a later date.

C.4 GENERAL REQUIREMENTS

The Scope of Work consists of the design, administration, analysis and reporting of a nationally-representative survey of drivers exploring drowsy driving, knowledge, attitudes, and behaviors. The Contractor shall conduct a survey of randomly-selected drivers that provides representative statistical estimates both nationally and also within the States of New Jersey and Arkansas. Drivers in this context are individuals with or without driver's licenses, permits or endorsements who operate motor vehicles. The survey shall be available in both English and Spanish.

This project shall follow a prohability-based approach that delivers the questionnaire by the Internet and the U.S. mail. Many other NHTSA surveys have previously used random digit dialing telephone surveys. However, deteriorating response rates in telephone surveys and evolving technology require moving away from telephone surveys. NHTSA expects the primary survey method to be web-based. However, to reach certain populations and bolster response rates NHTSA anticipates that a printed-on-paper mode (administered through the U.S. mail) will be necessary to a limited extent. The methodology shall follow sampling from an address-based frame, U.S. mail contact, and random selection of a single respondent within households.

Conducting the survey will require approval from the Office of Management and Budget (OMB) and an Institutional Review Board (IRB) and must meet Federal privacy law.

The Contractor shall work with NHTSA to construct the questionnaire and support NHTSA in preparing the OMB package. The Contractor shall obtain IRB approval to collect data. The Contractor shall host the Web survey, administer the survey over the Internet and U.S. mail, collect the survey data, ensure the privacy of respondents and protection of project data, analyze survey data, prepare final reports, and assist NHTSA with the dissemination of the research findings.

C.5 SPECIFIC REQUIREMENTS

C.5.1 Kickoff Meeting

Within six (6) weeks of contract award, the Contractor shall participate in a one (1) day kickoff meeting in Washington, DC at NHTSA headquarters with the NHTSA COR, Contracting Officer (CO), and other interested NHTSA personnel to discuss the administration of the contract, the sampling plan, and milestones and deliverables.

NHTSA staff and the Contractor shall jointly conduct the briefing. A NHTSA staff member will provide the project background and rationale for the project and the Contractor shall present the work plan and other appropriate briefing materials.

Two (2) weeks prior to the kick-off meeting, the Contractor shall provide draft briefing materials to the COR. The COR will provide comments within one (1) week of receipt. At the briefing, the Contractor, COR, CO, Contract Specialist, and other NHTSA personnel will discuss specific details of the project to resolve any differences in approach and/or expected goals. The contractor shall prepare for a meeting that may last as long as six (6) hours.

C.5.2 Submit Sampling and Data Collection Plan

The Contractor shall develop a sampling and data collection plan necessary to obtain a nationally-representative sample of drivers. In addition, the Contractor shall include a plan for oversampling respondents in Arkansas (AK) and New Jersey (NJ) to acquire a representative sample at the State level for these two States. There may be a small number of State specific questions for NJ and AR because of differences in these two States' drowsy driving laws. Drivers for the purposes of this project are defined as individuals who drive a motor vehicle, including those who may drive commercially. The contract's goal is to collect approximately7,000 completed surveys in the nationally representative sample and approsimately4,000 completed surveys in both Arkansas and New Jersey. These estimates may change based on power analysis and other considerations including, financial constraints and other practical limitations. The sample plan shall include a power analysis for at least two (2) key statistical estimates. The sample shall include English and Spanish speaking persons. Any person who does not speak either language must be excluded from the study. The sampling plan shall allow the random selection of individuals in the sample using an address-based sampling frame, with the target population geographically stratified into the four census regions (Northeast, Midwest, South, and West) and sampling done independently within each region. The sampling plan shall follow a within-household sample selection procedure, in which only one person per household is provided the opportunity to take the survey.

The Contractor's survey method must comply with survey standards endorsed by the American Association for Public Opinion Research.¹

¹ American Association for Public Opinion Research. <u>http://www.aapor.org/Honw.htm</u>

Data collection shall have five contact waves, as described below. The Contractor shall determine when to conduct each wave to attain the highest response rates.

- Contact Wave 1 is the initial letter invitation mailed to a household, inviting one member of the household to take the Web questionnaire. The letter will not include a printed questionnaire but will provide information to take the questionnaire on the Internet. The letter will include a cover letter, a unique participant code, hyperlink to the questionnaire, and instructions for logging on.
- Contact Wave 2 is a reminder postcard.
- Contact Wave 3 is a follow-up letter and will include a printed questionnaire and return envelope.
- Contact Wave 4 is a reminder postcard.
- Contact Wave 5 is the final reminder letter and will include a printed questionnaire and return envelope.

Within ten (10) weeks of contract award, the Contractor shall submit the Sampling and Data Collection Plan to the Contracting Officer's Representative (COR).

Within two (2) weeks of receipt of the Sampling and Data Collection Plan, the COR will either approve the plan or request changes.

C.5.3 Institutional Review Board (IRB) Approval

The purpose of this task is to fulfill the ethical and legal requirements to conduct the research and to obtain Institutional Review Board approval. The Contractor shall prepare and implement all activities necessary for the review of data collection methods by a certified Institutional Review Board (IRB). The Contractor shall find and submit all necessary information to a certified IRB, which must be registered and covered by an approved assurance of compliance under the Department of Health and Human Services, Office for Human Research Protections. If the Contractor does not have its own IRB, the Contractor shall be responsible for procuring the services of an appropriate external IRB. Special attention should be paid to any ethical issues surrounding the collection of data from drivers under the age of 18 years old.

Within ten (I0) weeks of contract award, the Contractor shall submit the IRB package to the COR for review prior to submission to the IRB.

Within two (2) weeks of receipt, the COR will review the IRB package and provide comments to the Contractor.

Any consent forms required for this information collection will have to be approved by NHTSA's Office of the Chief Counsel prior to IRB submission. Any consent form must identify what data has the potential to be linked to a participant and describe the specific actions to be taken by the Contractor and NHTSA to protect that information. The consent form must indicate that NHTSA has the rights to the data obtained through the survey. Upon receipt of the revised IRB package from the COR, the Contractor shall be responsible for

submitting the package to the IRB and getting IRB clearance. A copy of the official IRB approval shall be submitted to the COR upon receipt of approval from the IRB. This task may be concurrent with other tasks.

C.5.4 Support Preparation of Office of Management and Budget (OMB) Application

The Office of Management and Budget (OMB), pursuant to the Paperwork Reduction Act, requires clearance of any information collected by or on behalf of a Federal executive agency. OMB clearance is required for this effort. OMB clearance typically takes approximately six (6) to twelve (12) months.

The Contactor shall be familiar with OMB's *Guidance on Agency Survey and Statistical Information Collections*² and ensure that all data collection conforms to OMB's regulations and guidelines.

Concurrently with beginning "Questionnaire Development" (paragraph (C.5.5) below), the Contractor shall begin preparing a Draft 60-day notice for posting in the Federal Register, as well as draft forms (e.g. questionnaire items) and a draft burden table. The Draft 60-day notice, forms, and burden table shall be submitted to the COR within twenty (20) weeks of contract award.

Once the Contractor has submitted the draft 60-day notice and other required documents, the Contractor shall begin working on Supporting Statements A & B, forms, other attachments, and a draft 30-day notice. The complete OMB package including Supporting Statements A & B, forms, other attachments, and a draft 30-day notice shall be submitted to the COR within twenty eight (28) weeks of contract award.

No data collection may begin until all the necessary OMB approvals have been received.

This task may be conducted concurrently with other tasks. During the period of OMB's clearance review, the Contractor shall be available to respond to questions from OMB and make revisions as necessary.

C.5.5 Questionnaire Development

The purpose of the questionnaire is to measure the current status of attitudes, knowledge, and behavior of drivers with respect to drowsy driving. The data will help track the nature and scope of the drowsy driving problem; obtain self-reported baseline data of drowsy driving frequency, as well as the public's beliefs and attitudes toward drowsy driving.

Some survey questions will be based on (or exact replicas) of other surveys about sleep and drowsy driving. However, significant original question development will be required during the questionnaire development task, including a number of questions specifically designed to assess the awareness of State drowsy driving laws in New Jersey and Arkansas (only

² See OMB website: <u>http://www.whitehouse.gov/omb/inforeg_statpolicy/</u>

presented to residents of these States). The contractor shall consult with interested third parties and experts in public health attitudes and behavior, sleep science/medicine, and traffic safety in the development of the questionnaire. It is in NHTSA's interests to include national stakeholder organizations and state organizations (e.g prosecutors' offices and state highway offices) in this process to make the survey as successful as possible. The Contractor shall perform a literature review that will inform questionnaire development prior to submitting the draft questionnaire (C.5.5.1). This literature review shall include an annotated bibliography to be delivered to the COR along with the draft questionnaire. This literature review shall also form the basis of the introduction section of the final report (C.5.13).

The questionnaire shall be made available in English and Spanish.

This task will follow an iterative process in which NHTSA reviews drafts of the questionnaire and provides comments to the Contractor, and the Contractor revises and returns the draft to the COR.

The subtasks below describe this effort as well as the deliverable dates.

C.5.5.1 Submit Draft Questionnaire (in English)

Within sixteen (16) weeks of Contract Award, the Contractor shall deliver to the COR the initial draft English questionnaire and the annotated bibliography.

Within two (2) weeks of receipt of the Draft Questionnaire, the COR will either approve the questionnaire for cognitive testing, or request changes.

C.5.5.2 Cognitive Testing of Draft Questionnaire

Upon approval from the COR on the Draft Questionnaire, the Contractor shall conduct cognitive testing of the questionnaire. The purpose of the cognitive testing is to determine appropriate wording and sequencing of the questionnaire items by evaluating the quality of questions and the extent to which questions gather the intended information.

Up to nine (9) people shall participate in a cognitive interview for the English version. Each person selected shall be a driver of age 18 years or older.

The Contractor shall carry out all preparatory activities for conducting the cognitive interviews, including determining appropriate probes for the testing, securing an adequate facility for conducting the testing, and developing and carrying out a plan for subject recruitment.

The Contractor shall audio record the interactions with the subjects during the testing; but the Contractor shall not record any information that could be used to determine the identity of the subjects. The Contractor shall notify the subject of its intent to record the testing and obtain approval to do so. Any subject that does not approve the audio recording will not be recorded or used as part of the cognitive testing. At the conclusion of the project, the Contractor shall destroy the audio recordings.

Within twenty-six (26) weeks of award the Contractor shall provide a report to the COR on the results of the cognitive testing. The Contractor shall recommend changes in question wording or sequencing suggested by the results of the cognitive interviewing in this report.

Within four (4) weeks of receipt of the report, the COR shall approve or comment on the report and return to the Contractor.

One (1) week after receiving approval from the COR on the recommendations, the Contractor shall submit the final version of the questionnaire in English.

C.5.5.3 Submit Spanish Language Version

Within thirty-four (34) weeks, the Contractor shall submit a Spanish language version of the questionnaire to the COR.

C.5.6 Develop Internet and Paper Questionnaires

Following the successful completion of survey questions in C.5.5 and the required OMB submission in C.5.4, the Contractor shall develop, test and finalize the Internet and paper versions of the questionnaire. This task has a subtask for the Internet (C.5.6.1) and printed-on-paper (C.5.6.2) versions. For each mode, the design of the questionnaire shall follow usability principles and best practices, resulting in a pleasing and professional appearance that is neat and uncluttered. The appearance and functionality of the questionnaires can impact response rates.

The questionnaire shall include:

- An Introduction that explains the survey's purpose and provides easy-to-follow steps to ensure anonymity of participants.
- General Instructions on how to progress through the survey in the introduction or within each new section to let the audience know how the survey works. Respondents should not have to look back and forth in the survey to see what they are supposed to do.
- A survey body that is visually appealing and user-friendly.
- Questions that are numbered sequentially throughout the survey, even if the survey is divided by pages or sections.
- Ease of navigation from page to page (back and forth).
- User assistance tools such as help screens (in the Web and Mobile Device modes, and text boxes or similar for the paper mode) for certain items (e.g., the respondent can click to get a definition that would come up if needed).
- End of Survey/Thank You Page.

The subtasks below describe this effort as well as the deliverable dates.

C.5.6.1 Web Component and Internet-based Questionnaire

The Contractor shall develop and host the Web site that administers the survey and collects survey data. The Contractor shall work with the NHTSA Office of Chief Information Officer (CIO) to identify the technology and data security requirements related to the surveys as set forth in section H.2. In general, the Website and database shall meet all Federal requirements for information security and data protection of PII (Personally Identifiable Information) as required by section H.2., and the Contractor shall provide protection for the system from physical damage (e.g., fire, water damage). The front-end survey webpage and back-end database should be either Government Off-the-shelf or Commercial Off-the-shelf software unless the Contractor can sufficiently justify the use of either Modified Off-the-shelf software software or a completely custom solution. The questionnaire/application must work both on desktop and mobile device web hrowsers.

The Contractor shall develop the questionnaire for Desktop and Mobile Friendly Web applications. The Contractor shall develop and test a prototype of the Web questionnaire, which will serve as a demonstration and evaluation tool for the Contractor and NHTSA. The Contractor shall design the Web component with at a minimum the following:

- Meets or exceeds IT requirements set forth in H.2
- Controlled access to the survey that requires entry of a valid unique PIN recognized by the system. Once a completed survey has been submitted, entry to the system is no longer allowed with the associated PIN. The system shall be completely protected against a respondent being able to access data submitted by other respondents.
- "Percent Completed" indicator/Progress Bar for each major section.
- Consistency checks that alert the respondent to an inconsistency and asks for clarification.
- Ability of the respondent to type in "other" response when the response categories may not apply, with the database capturing these verbatim responses.
- Ability for the respondent to pause and leave the system and then re-enter without losing the responses s/he had previously entered. The system should direct the respondent to the location where s/he had previously departed the survey as the point of re-entry.
- A review and edit feature that allows the participant to adjust responses prior to submitting the survey.
- A clearly marked mechanism by which respondents can alert the Contractor to operational difficulties in taking the survey, followed by an immediate return e-mail giving a time frame as to when they will get a response and where they should look for it.

Within thirty-six (36) weeks of contract award, the Contractor shall deliver a prototype to the COR of the Web version of the questionnaire. The delivery of this prototype may be provided over the Internet, for the COR to review from NHTSA headquarters via the Internet, or another mutually agreed upon location (e.g., Contractor's office).

Within one (1) week of receipt, the COR shall provide comments and feedback, which may

require the Contractor to adjust the prototype.

C.5.6.2 Paper Questionnaire

Within 36 weeks of contract award, the Contractor shall produce a printed-on-paper prototype questionnaire and cover letter, and submit them to the COR for review and comment. The COR will provide feedback on the prototype and the cover letter within 2 weeks of receipt.

C.5.6.3 Usability Testing of the Prototype Questionnaires

Within forty (40) weeks of contract award, the Contractor shall conduct usability testing of the Internet and paper versions of the questionnaire. The objective of the usability testing is to identify problems in the delivery or the self-administration of the questionnaires. The Internet testing shall include testing on desk top PCs and mobile devices (e.g., a tablet). The subjects shall be recruited by the Contractor.

The number of subjects may not exceed 9 individuals if OMB approval has not been granted at this point. The Contractor shall address any problems identified with the prototypes from the usability testing, and provide recommendations for solutions to the COR. If necessary (e.g., if the results of the usability testing suggest that the prototypes need multiple revisions), then the usability testing shall be conducted for another iteration, on the revised prototypes.

Within forty-two (42) weeks of contract award, the Contractor shall prepare and deliver a letter report of Usability Testing with Recommendations to the COR.

Within two (2) weeks of receiving the letter report, the COR will either approve the prototypes for deployment and data collection, or request changes.

C.5.7 Data Management System

The Contractor shall provide documentation on the system used for collecting and managing project data and the security plan for the system. The system shall have the capability of integrating the survey data collected from the Internet and paper modes. The Contractor shall document the security measures for protecting the project data and hardware and software system and the process for integrating project data and survey data collection. The Contractor shall ensure that the data management system meets or surpasses Federal standards for information security, see section H.2.. Significant changes to the system shall be fully tested prior to implementation to ensure no negative consequences occur upon implementation and meet or surpass Federal information security requirements, see section H.2. System changes that are significant shall require approval from NHTSA's COR.

The Contractor is responsible for backing up the system and survey data and must have the capability to restore the system in the event of a disaster. The Contractor shall describe the Disaster Recovery Plan in a brief letter report delivered to the COR within thirty (30) weeks of contract award.

Within two (2) weeks of receipt of the letter report, the COR will provide comments and either approve the Disaster Recovery Plan, or request changes.

C.5.8 Conduct a Mini-Pilot

Within forty-four (44) weeks of award, the Contractor shall conduct a mini-pilot of the survey administration and data collection system. The purpose of this task is to identify problems associated with the alternative versions of the questionnaire (Web, mobile device, paper) and assess the interface including the adequacy of the instructions.

The Contractor shall assess how accurately and reliably the survey system captures survey data, and how efficient interactions are with the Web component and the paper form. The Contractor shall make adjustments to the data collection and management system, the web component, or the paper form, as necessary if indicated by the results of the mini-pilot.

The deliverable for this task is a brief letter report on the Results of the Mini-Pilot Test and Recommendations for system and methodology revisions. The brief letter report shall be delivered to the COR within forty-six (46) weeks of contract award.

Within two (2) weeks of receipt of the letter report on the Mini-Pilot Test, the COR will provide comments and either approve the system for data collection, or request changes.

C.5.9 Conduct Data Collection

Upon receipt of clearance from OMB to administer the survey, NHTSA will provide a copy of the OMB approval number to the Contractor, and the Contractor shall apply the approval number to the forms (survey instruments) according to OMB regulations. The Contractor shall begin collecting data within **two (2) weeks of OMB clearance**.

The Contractor shall take steps at each stage during data collection to ensure that the sample is selected according to the sampling plan, that the data from the questionnaires are being captured correctly, that the systems for securing the data are securing the data, and that the interfaces with survey participants are working as designed.

To control the quality of the data collection, the Contractor shall monitor and verify subsets of the surveys by checking the data against the questionnaire and reviewing frequencies to detect omissions (e.g., skip errors) or other entry mistakes. If such problems are detected, the Contractor shall inform NHTSA and take action to fix the problem and verify that the fix worked.

During the data collection period, the Contractor shall provide to the COR a status of the data collection on a biweekly basis via email and conference call. The status shall consist of a synopsis of data collection activities and key numbers revealing the data collection activities that include the following elements:

- Number and geographic region of mailed invitations, reminders, surveys, etc.
- Number and geographic regions of returned completed paper surveys

- Number and geographic region of completed Internet surveys
- Results from the quality checks
- Any contacts (e.g., phone calls or email messages) from potential subjects with explanations why
- Any problems that would require support or involvement from NHTSA (e.g., security breaches, problems emerging with the data collection methodology, questionnaire, etc.)

NHTSA expects the period of data collection to take about ten to twelve (10-12) weeks.

C.5.10 Prepare Survey Data for Analysis

At the conclusion of data collection, the Contractor shall prepare the survey project data for analysis and submission to NHTSA. This requires, among other activities, confirming that any and all Personally Identifiable Information, as defined by DOT Order 1351.18 Privacy Risk Management Policy, is removed, merging the questionnaire data collected by the different response modes into one database, conducting a non-response bias analysis to determine whether non-responders differed from responders, and providing sample weights needed to produce national and State estimates.

In addition, the Contractor shall code responses to open-ended questions and implement procedures that assure that open-ended responses are coded into the correct categories. This shall include a small sampling of open-ended responses across the questionnaires by project staff to assess the accuracy of their coding.

The Contractor shall review the database to determine if any corrections are needed regarding the flow of cases across questionnaire items (e.g., if some cases responded to an item for which they should have been ineligible). The Contractor shall make corrections as needed. The COR shall also review the database, and shall notify the Contractor of any corrections to make in the databases. The Contractor shall make corrections as needed.

The Contractor shall weight the data and ensure the weights are appropriately applied to the summary results (response frequencies, cross tabulations, etc.). The Contractor shall maintain unweighted data that can also be used to output summary results.

Within four (4) weeks of completing data collection (C.5.9), the Contractor shall complete the preparation of the survey data.

C.5.11 Deliver a Final Data Set with Documentation & Perform Statistical Analysis of Data Set

The Contractor shall provide **three** (3) copies of the final database formatted for direct PC use by NHTSA staff and with associated documentation, to the NHTSA COR, in Comma Separated Values format as well as a copy of the data in whatever statistical software package the Contractor used to perform statistical analysis. NHTSA prefers data to be in file formats compatible with SPSS, SAS, or in an open source software package (e.g. R).

The contractor shall format the databases for ease of use for analysis and constructing new variables. The Contractor shall ensure that questionnaire items are appropriately formatted as string, numeric variables, or other as appropriate.

The documentation attached to the databases shall include:

- Detailed specification of all variables in the database. The documentation shall include the variable name, the questionnaire item to which it relates, field location, and range.
- Frequencies for all variables.
- Weighted and un-weighted frequencies for all items on the questionnaire.
- Any algorithms performed on the data to transform the data.

The Contractor shall perform appropriate descriptive and inferential statistics in order to describe the data. For inferential statistical analysis the contractor, when appropriate, shall use Bayesian statistical techniques as well as traditional frequentist null-hypothesis testing.

Within eight (8) weeks of completing data collection (C.5.9), the Contractor shall deliver the database set with documentation to the COR.

Within four weeks (4) weeks of receipt of the database and documentation, the COR will provide comments and either approve the database deliverable or request changes.

C.5.12 Prepare and Deliver Final Report

The Contractor shall prepare a Final Report.

Within twenty (20) weeks of completing data collection (C.5.9), the Contractor shall submit a Draft Final Report to the COR for review. The report shall adhere to standards detailed in the most recent edition of the Publication Manual of the American Psychological Association (APA). The order of authorship shall reflect the relative contributions of the authors', including the COR's, to the entire project.

The Draft Final Report shall include the following sections:

- an Executive Summary;
- an Introduction section that describes the project's purpose and objectives as well as a brief literature review;
- a description of the study methodology;
- Results section including descriptive and inferential statistics;
- Discussion and Conclusions sections;
- Reference section; and any required appendices (e.g. frequency tables graphs, and other figures).

Within four (4) weeks of receipt, the COR will provide feedback to the Contractor on the Draft Final Report, and the Contractor shall address the COR comments and submit a revised

Final Report within 4 weeks after receiving feedback from the COR. This iteration will continue until the COR accepts the methodology report as Final.

C.5.13 Prepare a Manuscript for Submission to a Peer-Reviewed Journal

Within thirty (30) weeks of completing data collection (C.5.9), the Contractor, working jointly with the COR (as co-authors), shall write a manuscript for submission to a peer-reviewed academic journal. The Contractor will lead this task with the COR providing input. The COR will obtain agency review. The Contractor, with input from the COR, shall make any required revisions. The Contractor shall not submit the manuscript for publication review unless NHTSA approval has been granted. If NHTSA determines publication is appropriate, NHTSA will provide its approval within four (4) weeks of receipt of the journal manuscript. If reviews are received from the Journal Editor, the Contractor, with input from the COR, will prepare revisions, if necessary, for publication.

C.5.14 Dissemination Plan

Within twenty-eight (28) weeks of completing data collection (C.5.9), the Contractor shall submit a dissemination plan that covers the following six topics and answers the questions contained within each topic bullet listed below. To be clear, this task does not require the Contractor to disseminate any product, instead, it requires a written plan that identifies and discusses the most effective and appropriate dissemination activities for the results of the project. There is an optional task noted below that will cover the various activities related to dissemination based on this Dissemination Plan. See "Optional Task 1: Dissemination" (C.5.15) for further details.

- *The Goal*: What are the goals, objectives, and potential impact of the dissemination effort?
- *Key Messages*: What messages can most effectively explain what the project results mean to each intended audience, why they are important, and what action should be taken as a result.
- *Target Audience*: Who is affected most by or interested in this project?
- *Medium/Method*: What is the most effective way to reach each audience?
- *Execution*: When should each aspect of the dissemination plan occur? Who should be responsible for each dissemination activity? Are there any potential challenges (and mitigations) to executing the dissemination plan?
- *Evaluation*: How can we (NHTSA and others) evaluate the success of the dissemination efforts?

C.5.15 Optional Task 1: Dissemination

If NHTSA exercises this option, the Contractor, applying the Dissemination Plan (C.5.14), shall perform the activities outlined in the plan, and approved by the COR, which may include (but are not limited to): travel to conferences, presenting webinars, writing publications, creating websites, or other outreach activities. The Contractor shall write a letter report (not to exceed 10 pages) to the COR detailing the activities performed during the

dissemination optional task. This dissemination task shall be completed within 12 months of execution of the option.

The NHTSA CO will notify the contractor within (6) months of completing the Dissemination Plan whether NHTSA intends to exercise this optional task. Based upon the Dissemination Plan prepared in C.5.14, the Contractor shall prepare a detailed cost proposal to include all related costs and fixed fees. If NHTSA agrees to exercise the option, the NHTSA CO will modify the Contract accordingly. The Contractor shall not begin work on this task until NHTSA exercises the option.

C.5.16 Optional Task 2: Additional State Survey 1

Upon notification that NHTSA exercised Optional Task 2, and IRB and OMB have provided clearance for this Optional Task, the Contractor shall conduct the survey again in one U.S. State (To be specified by NHTSA). During the data collection period, the Contractor shall provide to the COR a status of the data collection on a biweekly basis via email and conference call. The status shall consist of a synopsis of data collection activities and key numbers revealing the data collection activities.

NHTSA expects data collection to take ten to twelve (10-12) weeks from exercising this Optional Task. Once data collection is completed the Contractor shall prepare the data as specified in C.5.10 and deliver the data as specified in C.5.11. The database shall be delivered to the COR within 18 weeks of NHTSA exercising this optional task. Finally, the Contractor shall prepare a letter report highlighting the basic findings of this optional task data collection as well as any differences hetween initial data collection in the State and data collected under this optional task. The letter report shall be no more than 25 pages and be delivered to the COR within 26 weeks of NHTSA exercising this optional task.

The NHTSA CO will notify the contractor within (36) months after contract award of NHTSA's intent to exercise this optional task. Based upon the State specified by NHTSA, the Contractor shall prepare a detailed cost proposal to include all related costs and fixed fees. .If NHTSA agrees to exercise the option, the NHTSA CO will modify the Contract accordingly. The Contractor shall not begin work on this task until NHTSA exercises the option.

C.5.17 Optional Task 3: Additional State Survey 2

Upon notification that NHTSA exercised Optional Task 3, and IRB and OMB has provided clearance for Optional Task 3, the Contractor shall conduct the survey again in one U.S. State (To be specified hy NHTSA). During the data collection period, the Contractor shall provide to the COR a status of the data collection on a biweekly basis via email and conference call. The status shall consist of a synopsis of data collection activities and key numbers revealing the data collection activities.

NHTSA expects data collection to take ten to twelve (10-12) weeks from exercising this Optional Task. Once data collection is completed the Contractor shall prepare the data as specified in C.5.10 and deliver the data as specified in C.5.11. **The database shall be**

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delivered to the COR within 18 weeks of NHTSA exercising this optional task. Finally, the Contractor shall prepare a letter report highlighting the basic findings of this optional task data collection as well as any differences between initial data collection in the State and data collected under this optional task. The letter report shall be no more than 25 pages and be **delivered to the COR within 26 weeks of NHTSA exercising this optional task**.

The NHTSA CO will notify the contractor within (36) months after contract award of NHTSA's intent to exercise this optional task. Based upon the State specified by NHTSA, the Contractor shall prepare a detailed cost proposal to include all related costs and fixed fees. If NHTSA agrees to exercise the option, the NHTSA CO will modify this agreement accordingly. The Contractor shall not begin work on this task until NHTSA exercises the option.

C.6 DEFINITIONS AND ACRONYMS

The following is a list of key definitions and acronyms used throughout the Statement of Work (SOW). This list may not be exhaustive.

- CO Contracting Officer
- COR Contracting Officer's Representative
- CS Contracting Specialist
- GIF Graphic Interchange Format
- GPO Government Printing Office
- HTML Hyper Text Markup Language
- IRB Institutional Review Board
- JPEG Joint Photographic Expert Group
- OMB Office of Management and Budget
- SPSS Statistical Package for the Social Sciences (Software)
- SAS Statistical Analysis System (Software)(End of Section C)

SECTION D PACKAGING AND MARKING

D.1 PACKAGING AND MARKING

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

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

D.2 FORMATTING TEXT AND IMAGE DELIVERABLES

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

D.2.1 TEXT

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

D.2.2 CHARTS AND GRAPHS

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

D.2.3 ILLUSTRATIONS

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

a. **Graphics** – In the majority of cases, the Office of Communication Services will develop any needed graphics in collaboration with the COR. The Contractor shall

provide text, graphs, and charts following the guidelines stipulated in D.2.1 and D.2.2 above. In some cases, the Contractor may be required to develop graphics.

- b. In these cases, the Contractor shall use only software approved by the U.S. Government Printing Office (e.g. Adobe Illustrator.)
- c. **Photographs** When photos are used in Agency publications, the Office of Communication Services typically uses existing photos or photos purchased through royalty-free sources. In the event the Contractor must supply photos for use in a publication, the photos must be high resolution images at least 300 dpi at the size used in the publication. Photos shall be supplied on a CD or DVD in either .tif format (for scanned images) or .jpg (for images downloaded to the CD or DVD directly from the digital camera.).

NOTE: If a photograph is supplied by an outside source (Contractor, grantee, national organization, etc.), a release form must accompany the photo indicating that the human subjects in the photo authorize NHTSA to use the photo in its publications and on its Internet site. The Contractor is responsible for ensuring that the necessary arrangements have been made with the photographer and the subjects in the photo to ensure that NHTSA has unlimited rights to use the images in print and on the web. The Contractor shall obtain, and provide to NHTSA, a written statement indicating that NHTSA has unlimited, unrestricted rights to the use of the photos.

D.2.4 WEB-BASED IMAGES

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

(End of Section D)

SECTION E INSPECTION AND ACCEPTANCE

All work hereunder shall be subject to review by the Government.

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

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <u>https://www.acquisition.gov/?q=browsefar</u>

Federal Acquisition Regulation (FAR) Clauses:

52.246-5 INSPECTION OF SERVICES - COST-REIMBURSEMENT (APR 1984)

E.2 INSPECTION AND/OR ACCEPTANCE

The NHTSA Contracting Officer's Representative (COR), as designated in the resultant 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 NHTSA Contracting Officer (CO).

(End of Section E)

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SECTION F DELIVERIES OR PERFORMANCE

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

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

NOTE: These clauses are hereby incorporated by reference.

52.242-15 Stop Work Order (AUG 1989) ALT I (Apr 1984)

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

F.2 PERIOD OF PERFORMANCE

The Period of Performance for this Task Order shall begin on the date of award and be completed within twenty-two (22) months. The total Period of Performance if both Optional Tasks are exercised is forty-eight (48) months.

F.3 DELIVERABLES / MILESTONES

F.3.1 Deliverables/Milestones Schedule:

The following milestones and deliverables listed below are considered critical to the successful completion of this Contract.

Item No.	Requirement No.	Deliverables (D)/Milestones (M)	Due Date
1	C.5.1	Draft Kick-off Materials (D)	Within 4 weeks of award
2	C.5.1	COR comments	Within 1 week of receipt
3	C.5.1	Kick-off Meeting(M)	Within 6 weeks of award
4	C.5.2	Sampling and Data Collection Plan (D)	Within 10 weeks of award
5	C.5.2	COR reviews and approves or comments on Sampling and Data Collection Plan and returns to contractor.	Within 2 weeks of receiving Item 4.
6	C.5.3	Submit the IRB package to the COR for review (D)	Within 10 weeks of award
7	C.5.3	COR reviews and approves or comments on IRB package and returns to contractor.	Within 2 weeks of receiving Item 6
8	C.5.4	The Draft 60-day Notice, Forms, and Burden Table (D)	Within 20 weeks of award

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		SOLICITATION # DTNH2216R00042	
9	C.5.4	OMB Package Including Supporting	Within 28 weeks of award
		Statements A&B, Forms, Attachments,	
		and Draft 30-day Notice (D)	
10	C.5.5.1	Initial Draft English Questionnaire and	Within 16 weeks of award
		Annotated Bibliography (D)	
11	C.5.5.1	COR reviews and approves or comments	Within 2 weeks of receiving
		on draft English questionnaire.	item 10
12	C.5.5.2	Results of the Cognitive Testing	Within 26 weeks of award
		Report(D)	
13	C.5.5.2	COR reviews and approves or comments	Within 4 weeks of receiving
		on the results of the cognitive testing	item 12
		report from the contractor	
14	C.5.5.2	Contractor provides final questionnaire	Within 1 week of receiving
		in English to the contractor.	COR comments on
			Cognitive Testing Report
15	C.5.5.3	Spanish Version of Questionnaire (D)	Within 34 weeks of award
16	C.5.6.1	Prototype of the Web Version of the	Within 36 weeks of award
		Questionnaire (D)	
17	C.5.6.1	COR reviews and comments on	Within 1 week of receiving
		prototype of Web Version of	item 16
		Questionnaire.	
18	C.5.6.2	Prototype of the Printed-on-Paper	Within 36 weeks of award
		Version of Questionnaire (D)	
19	C.5.5.2	COR reviews and approves or comments	Within 2 weeks of receiving
		on the web and printed-on-paper	item 18
		versions of the Questionnaire and	
		provides to Contractor.	
20	C.5.6.3	Conduct usability testing of the	Within 40 weeks of award
		prototypes	
21	C.5.6.3	Letter Report of Usability Testing with	Within 42 weeks of award
		Recommendations (D)	
22	C.5.6.3	COR review and approval of letter report	Within 2 weeks of receiving
			item 21
23	C.5.7	Letter Report Describing the Disaster	Within 30 weeks of award
		Recovery Plan (D)	
24	C.5.7	COR review and approval of recovery	Within 2 weeks of receiving
		plan	item 23

REQUEST FOR PROPOSAL National Survey of Drowsy Driving Knowledge, Attitude and Behaviors SOLICITATION # DTNH2216R00042

REQUEST FOR PROPOSAL
National Survey of Drowsy Driving Knowledge, Attitude and Behaviors
SOLICITATION # DTNH2216R00042

25	C.5.8	Brief Letter Report on the Results of the Mini-Pilot Test and Recommendations	Within 46 weeks of award
		for System and Methodology Revisions (D)	
26	C.5.8	COR Reviews and comments on report and returns to contractor.	Within 2 weeks of receiving item 25
27	C.5.9	Conduct Data Collection (M)	Begin within 2 weeks of receiving OMB clearance. Finish data collection within 12 weeks of OMB clearance
28	C.5.9	Conduct Quality Checks: Biweekly Report and Phone call (D)	Every 2 weeks during C.5.9
29	C.5.10	Prepare Survey Data for Analysis (M)	Within 4 weeks of completing data collection
30	C.5.11	Database Set with Documentation (D)	Within 8 weeks of completing data collection
31	C.5.11	COR review and comment on Database Set with Documentation	Within 4 weeks of receiving Item 30
32	C.5.12	Draft Final Report (D)	Within 20 weeks of completing data collection
33	C.5.12	COR Feedback on Draft Final Report (M)	Within 4 weeks of receipt of item 32
34	C.5.12	Final Report (D)	Within 4 weeks of feedhack on item 32
35	C.5.13	Draft Journal Manuscript to COR (D)	Within 30 weeks of completing data collection
36	C.5.14	Dissemination Plan (D)	Within 28 weeks of completing data collection
37	C.5.15	Optional Task 1: Dissemination	Complete within 12 months of modification execution that effects this option.
38	C.5.16	Optional Task 2: Additional State Survey 1	Database delivered within 18 weeks of NHTSA exercising optional task. Letter report delivered within 26 weeks of NHTSA exercising optional task.

REQUEST FOR PROPOSAL National Survey of Drowsy Driving Knowledge, Attitude and Behaviors SOLICITATION # DTNH2216R00042

39	C.5.17	Optional Task 3: Additional State Survey 2	Database delivered within 18 weeks of NHTSA exercising optional task. Letter report delivered within 26 weeks of NHTSA exercising optional task.
40	F.4.1	Monthly Progress Reports (D)	10th day
41	F.4.2	Monthly Conference Calls (M)	15th day

F.3.2 Place of Delivery:

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

Item No.	Address
, 4, 6, 8-10, 12,	Department of Transportation National Highway Traffic Safety
15-16, 18, 21, 23, 25, 28, 30,	Administration (NPD-XXX) Attention: TBD at Contract Award
23, 23, 28, 30, 32, 34	1200 New Jersey Avenue, S.E., Rm. W53-XXX
	Washington, DC 20590
	Telephone: (202) 366-XXX
	E-mail: <u>TBD@dot.gov</u>
	Department of Transportation
	National Highway Traffic Safety Administration
	Office of Acquisition Management
	Attn: Matthew Donahue, Contract Specialist
1, 34, 40	1200 New Jersey Avenue, S.E., Rm. W53-405
	Washington, DC 20590
	Telephone: (202) 366-7204
	E-mail: Matthew.Donahue@dot.gov

F.4 <u>REPORTING REQUIREMENTS</u>

F.4.1 Monthly Progress Reports

The contractor shall furnish the report electronically to the COR by the 10th of each month following the month being reported. At a minimum, the progress report shall include a narrative description of the following items:

1. Accomplishments made during the reporting period.

- 2. Funds status by Specific Requirement, month's obligations, cumulative obligations, estimated cost to complete, and percent of cost expended versus percent of completion.
- 3. Plans for accomplishments in next reporting period.
- 4. Preliminary or interim results, conclusions, trends, recruiting progress and data runs or other items of information that the contractor believes are of interest to NHTSA.
- 5. Problems or delays that the contractor has experienced in the conduct of his/her services and suggestions to remedy the problems.
- 6. Specific action that the contractor would like NHTSA to undertake to alleviate a problem.
- 7. Due dates for remaining deliverables.

F.4.2 Monthly Conference Calls

The contractor shall participate in monthly conference calls with the COR by the 15th of each month following the month being reported. At a minimum, the conference call shall cover the content of the Monthly Progress Reports (F.4.1).

F.4.3 Section 508 Compliance

All electronic and information technology procured, developed or delivered under this contract shall meet applicable accessibility standards, as specified in 36 CFR Part 1194. 36 CFR Part 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable at <u>http://www.section508.gov</u>.

All contract deliverables covered by Section 508 shall be accessible to people with disabilities. Reports and other deliverables provided in electronic media, including webbased intranet and internet format shall conform to applicable accessibility standards, including at a minimum, the following provisions:

1194.21, Software Applications and Operating Systems
1194.22, Web-Based Intranet and Internet Information and Applications
1194.24, Video and Multimedia Products
1194.31, Functional Performance Criteria
1194.41, Information, Documentation, and Support

This standard is available for viewing at the Access Board web site at http://www.accessboard.gov/sec508/standards.htm and guides for specific sections are available at http://www.accessboard.gov/sec508/guide/.

(End of Section F)

SECTION G

CONTRACT ADMINISTRATION DATA

G.1 PAYMENT/COST REIMBURSEMENT

The Contractor may request interim payments for costs incurred during the performance of the contract. A statement of costs incurred by the Contractor in the performance of tasks under this contract and claimed to constitute allowable costs shall support each interim payment request.

The Contractor shall submit Monthly Requests for Reimbursement. Requests for reimbursement must correspond to the Contractor's submission of the monthly progress report for the period of performance being invoiced.

Any request for reimbursement that does not correspond to a progress report detailing contract activity for the period of time being invoiced is cause for rejection by the NHTSA COR. If a request for reimbursement is rejected by the NHTSA COR, the Contractor must resubmit the invoice after it has submitted the corresponding progress report to the NHTSA COR.

G.2 INDIRECT COST RATES

Pending the establishment of final indirect cost rates which shall be negotiated based on audit of actual costs as provided in FAR Subpart 42.7, Indirect Cost Rates, the Contractor shall be reimbursed for allowable indirect costs hereunder at the rates established below.

a. Fringe Benefit

The fringe benefit rate(s) applicable to this contract is/are as follows:

RATE TYPE RATE BASE EFFECTIVE PERIOD

b. Overhead

The overhead rate(s) applicable to this contract is/are as follows:

RATE TYPE RATE BASE EFFECTIVE PERIOD

c. General and Administrative (G&A)

The G&A rates applicable to this contract are as follows:

RATE TYPE RATE BASE EFFECTIVE PERIOD

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NOTE:

- a. applied to:
- b. applied to:
- c. applied to:

To prevent substantial over or under payment, and to apply either retroactively or prospectively, provisional rates may, at the request of either party, be revised by mutual agreement on an annual basis.

This Indirect Cost provision does not operate to waive the LIMITATION OF COST Clause (incorporated by reference in Section I). The Contractor's audited final indirect costs are allowable only insofar as they do not cause the Contractor to exceed the total estimated costs for performance of the contract listed in Section B.

G.3 BILLING RATES

The provisional indirect rates negotiated under this contract for billing purposes shall remain in effect until revised rates have been approved in writing by the Contracting Officer. The Contractor shall request new provisional billing rates in writing. Such requests shall delineate the current and proposed rates to be used, along with the effective rate of escalation.

G.4 TRAVEL AND PER DIEM RATES

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

The Contractor shall obtain COR approval before scheduling any travel unless specifically stated otherwise in the contract. Travel and Per Diem authorized under this contract shall be reimbursed in accordance with the Government Travel Regulations currently in effect.

Travel requirements under this contract shall be met using the most economical form of transportation available. If economy class transportation is not available, the request for payment voucher must be submitted with justification for use of higher class travel indicating dates, times, and flight numbers. All travel shall be scheduled sufficiently in advance to take advantage of offered discount rates, unless authorized by the COR.

G.5 SUBCONTRACTS - ADVANCE NOTIFICATION AND CONSENT

Under this contract, the requirements of FAR 44.2, CONSENT TO SUBCONTRACTS, have been fulfilled for the following subcontracts:

<u>TBD</u>

Any future change or revision to the Statement of Work or other applicable aspects of

this contract shall include the subcontract(s) only to the extent that performance of the subcontract(s) is directly affected by the change or revision.

G.6 CONTRACTING OFFICER TECHNICAL REPRESENTATIVE (COR)

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

The following individual has been designated as the NHTSA COR:

TBD Department of Transportation National Highway Traffic Safety Administration (NPD-XXX) 1200 New Jersey Avenue, S.E., Rm. Wxx-xxx Washington, DC 20590 Telephone: (202) xxx-xxxx E-mail: TBD

a. The Contracting Officer will designate a representative to assist in monitoring the work under the resultant contract. The COR serve as the technical liaison with the Contractor. The COR is *not* authorized to change the scope of work or specifications as stated in the contract, to make any commitments or otherwise obligate the Government, or to authorize any changes which affect the contract price, delivery schedule, period of performance or other terms or conditions.

b. In the event any technical direction offered by the COR 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 draft revisions to the terms of the contract that it thinks are necessary to implement the technical direction.

c. The Contracting Officer is the only individual who can legally commit or obligate the Government for the expenditure of public funds. The technical administration of the resultant contract shall not be construed to authorize the revision of the terms and conditions of this contract. Any such revision shall be authorized only in writing by the Contracting Officer.

ALTERNATE COR

a. Designation of "Alternate" ACOR. In the event that the NHTSA COR of record (identified in G.6 above) is unavailable for a period of time during which the Contractor requires technical guidance or during which other COR duties must be fulfilled, then the person identified below has been designated by the NHTSA Contracting Officer to perform those duties as the Alternate COR.

To be filled in at award

G. 7 TAR 1252.237-73 KEY PERSONNEL (APRIL 2005)

- (a) The personnel as specified helow are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel, as appropriate.
- (b) Before removing, replacing, or diverting any of the specified individuals, the Contractor shall notify the contracting officer, in writing, before the change becomes effective. The Contractor shall submit information to support the proposed action to enable the contracting officer to evaluate the potential impact of the change on the contract. The Contractor shall not remove or replace personnel under this contract until the Contracting Officer approves the change.

The Key Personnel under this Contract are:

G.8 SUBMISSION OF INVOICES

a. Contractors shall submit one (1) original Invoice by email to:

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

or by mail to:

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

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

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

1) Name and address of the Contractor.

2) Invoice date and invoice number. The Contractor should date invoices as close as possible to the date of the mailing or transmission.

- 3) Timeframe covered by the invoice.
- 4) NHTSA Contract number.
- 5) NHTSA Contracting Officer's Name.
- 6) NHTSA Contracting Officer's Representative's, name.
- 7) Itemization of costs to include:

Number of hours worked for each Labor Category billed;

Associated Labor Rate for each Labor Category billed;

Other Direct Costs incurred for that invoice period and associated profit and indirect costs (if applicable.);

Total reimbursement requested for that specific invoice;

Cumulative Total of reimbursements to date; and

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.

8) Name and address of Contractor official to whom questions regarding payment should be referred.

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) To be acceptable for payment, each invoice must contain the following certification:

"I hereby certify that the information submitted in this invoice, and accompanying documentation, is accurate and conforms to the billing requirements set forth in this Contract."

(End of Section G)

SECTION H SPECIAL CONTRACT REQUIREMENTS

H.1 SPECIAL DATA RIGHTS PROVISIONS

H.1.1 Confidentiality of Reports and Other Data (As applicable)

Neither the Contractor, nor any affiliate, subsidiary, consultant, subcontractor, nor personnel thereof, shall divulge to any third party any information concerning deliverables produced, work performed, results obtained, or any information provided by the Government in connection with this Contract without the prior written approval of the Contracting Officer. The provisions of this clause shall survive the expiration of the Contract.

H.1.2 NHTSA Review of Annonncements or Publisbing (As applicable)

Neither the Contractor, nor any affiliate, subsidiary, consultant, subcontractor, nor personnel thereof, shall make public releases of information or any matter pertaining to this Contract, including, but not limited to, advertising in any medium, or presentation before technical, scientific, or industry groups, without the prior written approval of the Contracting Officer. The provisions of this clause shall survive the expiration of the Contract.

H.1.3 Proprietary Rights in Reports

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

H.1.4 Computer Programs/Databases/Printer Layouts and Logic Tables

a. General

All computer programs, data files, tables and associated documentation developed under the Contract are the property of the Federal Government and shall be delivered by the Contractor, as mutually agreed upon with the NHTSA COR before the due date, in accordance with the following paragraphs. All computer programs and data bases developed without Federal funds, and used in performance of the Contract remain the property of the Contractor. If any programs or data bases are modified, however, and used in performance of the resultant Contract, title to the modified portion shall vest in the Government.

b. Computer Programs

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

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

Data Bases

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

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

c. Printer Layouts and Logic Tables

Copies of the forms actually used shall be provided. These forms may be reproduced, if necessary, for clarity.

H.2 INFORMATION TECHNOLOGY (JUN 2009)

H.2.1 SECURITY AND PRIVACY PROTECTION

All deliverables and services rendered under this contract/agreement must comply with Federal and DOT security and privacy protection policies and requirements. NHTSA reserves the right to monitor network activity apart from and independent of the services under the SOW and may require access and rights to install and operate Government-furnished monitoring equipment at any Contractor location operating NHTSA equipment or with access to NHTSA systems.
H.2.2 ACQUISITION OF INFORMATION TECHNOLOGY (As applicable)

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

H.2.3 IPv6 COMPLIANCE

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

H.2.4 PROTECTION OF INFORMATION

Any IT solution, including but not limited to hardware, software, firmware, and telecommunications, and all IT services proposed to meet the requirements must comply with the requirements of OMB Memorandum M-06-16, "Protection of Sensitive Agency Information" and "DOT Information Technology and Information Assurance Policy Number 2006-22: Implementation of DOT's Protection of Personally Identifiable Information (PII)."

H.2.5 FDCC COMPLIANCE

Any IT solution, including but not limited to hardware, software, firmware, and telecommunications, proposed to meet the requirements must be accessible and usable from desktops compliant with OMB Memorandum M-07-11, "Implementation of Commonly Accepted Security Configurations for Windows Operating Systems" (Federal Desktop Core Configuration – FDCC).

H.2.6 HSPD-12 COMPLIANCE (As applicable)

Any IT solution, including but not limited to hardware, software, firmware, and telecommunications, proposed to meet the requirements must be compliant with Homeland Security Presidential Directive/HSPD-12, "Policy for a Common Identification Standard for Federal Employees and Contractors," OMB Memorandum M-05-24, "Implementation of Homeland Security Presidential Directive 12," OMB Memorandum M-06-18, "Acquisition of Products and Services for Implementation of HSPD-12," and the HSPD-12 implementation at the Department of Transportation.

H.3 ETHICS AND STANDARDS OF CONDUCT (JUN 2009)

H.3.1 Disclosure of Conflicts of Interest

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

b. The Contractor shall disclose as soon as reasonably possible any conflict of interest with respect to this contract; making an immediate and full disclosure 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.

c. The Contracting Officer will review the disclosure and may require additional relevant information from the Contractor. If a conflict of interest is found to exist, the Contracting Officer may (a) terminate the award, or (b) determine that it is otherwise in the best interest of the United States to continue the contract performance and include appropriate provisions in the contract to mitigate or avoid such conflict.

d. Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which is related to the contract. The interest(s) that require disclosure include those of any offeror, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of contract award. Affected organizations shall include, but are not limited to, the insurance industry. Key personnel shall include any person owning more than a 20 percent interest in the contractor, and the contractor'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.

H.3.2 Access to Sensitive Information

Work under this contract may involve access to sensitive information* which shall not be disclosed by the Contractor unless authorized by the contracting officer. To protect sensitive information, the Contractor shall provide training to any Contractor employee authorized access to sensitive information and, upon request of the Government, provide information as to an individual's suitability to have such authorization. Contractor employees found by the Government to be un-suitable or whose employment is deemed contrary to the public interest or inconsistent with the best interest of national security, may be prevented from performing work under the particular contract when requested by the contracting officer. The Contractor shall ensure that Contractor employees are citizens of the United States of America or an alien who has been lawfully admitted for permanent residence or employment (indicated by immigration status) as evidenced by investigations in accordance with DOT Order 1632.20, Personnel Security Management. The Contractor shall include the above requirements in any subcontract awarded involving access to Government facilities, sensitive information, and/or resources.

*Sensitive Information is proprietary data or other information that, if subject to unauthorized access, modification, loss or misuse could adversely affect national interest, conduct of Federal programs, or privacy of individuals specified in the Privacy Act, but has not been specifically authorized to be kept secret in the interest of national defense or foreign policy under an Executive Order or Act of Congress.

H.3.3 Contractor Identification Requirements

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

Contractor Employee Name Contractor Employee Title Name of Contractor Include the following statement "On assignment to NHTSA."

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

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

H.3.4 Protection of Human Subjects

The Contractor shall comply fully with 49 C.F.R. Part 11, DOT's regulation governing Protection of Human Subjects, and with NHTSA Order 700-5, which sets forth the Agency's policies and procedures for the protection of human subjects participating in research supported directly or indirectly by NHTSA, including through contracts, grants and cooperative agreements.

H.4 NON-PERSONAL SERVICES CONTRACT

This contract is a non-personal services contract as defined in the FAR at subpart 37.101. It is understood and agreed that the Contractor and/or Contractor's employees and subcontractors:

(1) Shall perform the services specified herein as independent Contractors, not as employees of the Government;

(2) Shall be responsible for their own management and administration of the work required and bear sole responsibility for complying with any and all technical, schedule, or financial requirements or constraints attendant to the performance of this contract;

(3) Shall be free from supervision or control by any Government employee with respect to the manner or method of performance of the services specified; but

(4) Shall, pursuant to the Government's right and obligation to inspect, accept or reject the work, comply with such general direction of the Contracting Officer, or the duly authorized representative of the Contracting Officer, as is necessary to ensure accomplishment of the contract objectives.

(End of Section H)

PART II

SECTION I CONTRACT CLAUSES

I.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at the following Internet address: https://www.acquisition.gov/?q=browsefar

52.202-1	DEFINITIONS	(NOV 2013)

- 52.203-3 GRATUITIES (APR 1984)
- 52.203-5 COVENANT AGAINST CONTINGENT FEES (MAY 2014)
- 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
- 52.203-7 ANTI-KICKBACK PROCEDURES (MAY 2014)
- 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
- 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
- 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)
- 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)
- 52.204-4 PRINTED/COPIED DOUBLE-SIDED ON POST CONSUMER FIBER CONTENT PAPER (MAY 2011)
- 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST TIER SUBCONTRACT AWARDS (OCT 2015)
- 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)
- 52.204-14 SERVICE CONTRACT REPORTING REQUIREMENTS (JAN

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2014)

- 52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016)
- 52.209-6 PROTECTING THE GOVERNMENTS INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)
- 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)
- 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)
- 52.215-2 AUDIT AND RECORDS-NEGOTIATION (OCT 2010)
- 52.215-8 ORDER OF PRECEDENCE UNIFORM CONTRACT FORMAT (OCT 1997)
- 52.215-14 INTEGRITY OF UNIT PRICES (OCT 2010)
- 52.215-23 LIMITATIONS ON PASS THROUGH CHARGES (OCT 2009)
- 52.216-7 ALLOWABLE COST AND PAYMENT (JUN 2013)
- 52.216-8 FIXED FEE (JUN 2011)
- 52.217-2 Cancellation Under Multi-Year Contracts (OCT 1997)
- 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011)
- 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2014)
- 52.219-14 LIMITATIONS ON SUBCONTRACTING (NOV 2011)
- 52.219-28 POST AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)
- 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

The use of overtime is authorized under this contract if the overtime premium cost does not exceed $\underline{\$0}$ or the overtime premium is paid for work.

52.222-3	CONVICT LABOR (JUN 2003)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (APR 2015)
52.222-26	EQUAL OPPORTUNITY (APR 2015)
52.222-35	EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)
52.222-37	EMPLOYMENT REPORTS VETERANS (FEB 2016)
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)
52.222-41	SERVICE CONTRACT LABOR STANDARDS (MAY 2014)
52.222-50	COMBATING TRAFFICKING IN PERSONS (MAR 2015)
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015)
52.222-55	MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (DEC 2015)
52.223-6	DRUG-FREE WORKPLACE (MAY 2001)
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)
52.224-1	PRIVACY ACT NOTIFICATION (APR 1984)
52.224-2	PRIVACY ACT (APR 1984)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)
52.227-1	AUTHORIZATION AND CONSENT (DEC 2007)
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)
52.227-3	PATENT INDEMNITY (APR 1984)
52.227-16	ADDITIONAL DATA REQUIREMENTS (JUN 1987)
52.227-17	RIGHTS IN DATA - SPECIAL WORKS (DEC 2007)

- 52.228-7 INSURANCE LIABILITY TO A THIRD PERSON (MAR 1996)
- 52.232-17 INTEREST (MAY 2014)
- 52.232-20 LIMITATION OF COST (APR 1984)
- 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)
- 52.232-25 PROMPT PAYMENT (JUL 2013) ALTERNATE I (FEB 2002)
- 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
- 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)
- 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)
- 52.233-1 DISPUTES (MAY 2014) ALTERNATE I (DEC 1991)
- 52.233-3 PROTEST AFTER AWARD (AUG 1996) ALTERNATE I (JUN 1985)
- 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
- 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
- 52.242-3 PENALTIES FOR UNALLOWABLE COSTS (MAY 2014)
- 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)
- 52.242-13 BANKRUPTCY (JUL 1995)
- 52.243-2 CHANGES COST REIMBURSEMENT (AUG 1987) ALTERNATE II (APR 1984)
- 52.244-2 SUBCONTRACTS (OCT 2010) ALTERNATE I (JUN 2007)
- 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)
- 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (FEB 2016)
- 52.246-25 LIMITATION OF LIABILITY SERVICES (FEB 1997)

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- 52.249-6 TERMINATION (COST-REIMBURSEMENT) (MAY 2004)
- 52.249-14 EXCUSABLE DELAYS (APR 1984)
- 52.251-1 GOVERNMENT SUPPLY SOURCES (APR 2012)
- 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

I.2 DEPARTMENT OF TRANSPORTATION ACQUISITION REGULATIONS (48 CHAPTER 12) CLAUSES BY REFERENCE

This 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.

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

1252.235-70 RESEARCH MISCONDUCT (APR 2005)

1252.237-70 QUALIFICATIONS OF CONTRACTOR EMPLOYEES (APR 2005)

1252.242-71 CONTRACTOR TESTIMONY (OCT 1994)

1252.242-72 DISSEMINATION OF CONTRACT INFORMATION (OCT 1994)

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

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

I.3.1 FAR 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.

(End of Section I)

REQUEST FOR PROPOSAL National Survey of Drowsy Driving Knowledge, Attitude and Behaviors SOLICITATION # DTNH2216R00042

PART III

SECTION J LIST OF ATTACHEMENTS

- J.1 Standard Form LLL, Disclosure of Lobbying Activities
- J.2 Past Performance Questionnaire
- J.3 Subcontractor Checklist
- J.4 Responsibility Questionnaire
- J.5 Cost Proposal Template
- J.6 Travel Cost Breakdown Spreadsheet
- J.7 Other Direct Cost Breakdown Spreadsheet

REQUEST FOR PROPOSAL National Survey of Drowsy Driving Knowledge, Attitude and Behaviors SOLICITATION # DTNH2216R00042

PART IV

SECTION K REPRESENTATIONS AND CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 REPRESENTATIONS AND CERTIFICATIONS (The offerors representations and certifications must be executed by an individual authorized to bind the Offeror):

The Offeror makes the following Section K Representations and Certifications as part of its proposal (complete all appropriate information as identified in Section K).

(Name of Offeror)

(RFP Number)

(Signature of Authorized Individual)

(Date)

(Typed Name of Authorized Individual)

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

K.2 FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (APR 2016)

(a)

(1) The North American Industry classification System (NAICS) code for this acquisition is 541720.

(2) The small business size standard is \$20.5 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 provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed

the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

[_] (i) Paragraph (d) applies.

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

(c)

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

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

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

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.

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(vi) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(viii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(ix) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(x) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

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

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

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

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

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

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

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

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

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

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

(C) If the acquisition value is \$50,000 or more but is less than \$77,533, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

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

(xxii) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

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

[Contracting Officer check as appropriate.]

(i) 52.204-17, Ownership or Control of Offeror.

(ii) 52.204-20, Predecessor of Offeror.

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

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

____ (v) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

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

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

(d) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through <u>https://www.acquisition.gov</u>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below *[offeror to insert changes, identifying change by clause number, title, date]*. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Title	Date	Change
	Title	Title Date

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 SAM.

(End of Provision)

K.3 FAR 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATION AND CERTIFICATIONS (DEC 2014)

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of Provision)

K. 4 FAR 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015)

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that
 - (i) The Offeror and/or any of its Principals -

(A) Are [_] are not [_] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [_] have not [_], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror cbecks "have", the offeror shall also see 52.209-7, if included in this solicitation); and

(C) Are [_] are not [_] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(D) Have [_], have not [_], within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(*i*) *The tax liability is finally determined*. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(*ii*) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(*ii*) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(*iii*) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has [[_] has not [_], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

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

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

K.5 FAR 52.209-7 INFORMATION REGARDING RESPONSIBILITYMATTERS (JUL 2013)

(a) Definitions. As used in this provision-

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceeding at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables. "Federal contracts and grants with total value greater than \$10,000,000" means—

(1) The total value of all current, active contracts and grants, including all priced options; and

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via https://www.acquisition.gov (see 52.204-7).

(End of Provision)

(End of Section K)

SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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 address: https://www.acquisition.gov/?q=browsefar

52.204-7	SISTEM FOR AWARD MANAGEMENT (JUL 2013)	
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE	

MAINTENANCE (JUL 2015) 52.215-1 INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION (JAN 2004) 52.215-16 FACILITIES CAPITAL COST OF MONEY (JUN 2003) 52.215-22 LIMITATIONS ON PASS-THROUGH CHARGES-

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- IDENTIFICATION OF SUBCONTRACT EFFORT (OCT 2009)
- 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)
- 52.222-46 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)
- 52.237-10 IDENTIFICATION OF UNCOMPENSATED OVERTIME (MAR 2015

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

The Government anticipates an award of a Cost plus Fixed Fee (CPFF) contract from this solicitation.

L.3 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 Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Ross S. Jeffries Director, Office of Acquisition Management Department of Transportation/NHTSA/NFO-300

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Office of Acquisition Management 1200 New Jersey Avenue, SE, W51-306 Washington, DC 20590

b. The copy of any protest shall he received in the office designated above within one day of filing a protest with the GAO.

L.4 GENERAL INFORMATION

A. Small Business Set-Aside

(i.) This requirement [X] is [_] not a 100 percent small business set-aside.
(ii.) For the purpose of this solicitation, the small business size standard is \$20.5 million.

(iii) The North American Industry Classification System (NAICS) is 541720.

B. Award Notice

No communication by the Government, either written or oral, prior to award, shall be interpreted as a promise that an award will be made.

C. Incurrence of Costs

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

L.5 PROPOSAL QUESTIONS/SUBMISSION

All questions concerning the RFP shall be submitted electronically to Matthew Donahue, Contract Specialist via email at <u>NHTSAOAM@dot.gov</u>, no later than <u>2:00</u> <u>PM EST, August 4, 2016</u> in order for responses to questions to be conveyed in a timely manner. No telephone requests will be addressed. Questions and answers will be available on website <u>www.fbo.gov</u> under the DTNH2216R00042, entitled, "Questions and Answers," by no later than **8/10/16**. Offerors shall include RFP Number DTNH2216R00042 in the subject line. Offerors shall submit questions in the form of an electronic file attachment in Microsoft Word format (compatible with version 2010) and shall include at a minimum, company name, address, point of contact, phone number and a reference point for where the question originated.

For example:

SOW Section C.2.2, "entitled..." Question: (State the Question) A. Offerors shall acknowledge receipt of all amendments, if any, to the Solicitation. Accordingly, Offerors should observe Block 14 of the Standard Form 33, Offer of Award, for guidance on this requirement.

Amendment or Cancellation of Solicitation: NHTSA reserves the right to amend or cancel this solicitation as necessary to meet NHTSA requirements.

<u>Communication</u>: 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.

B. <u>WHEN/WHERE/HOW TO SUBMIT</u>: Offerors shall submit their technical and business proposals electronically to Matthew Donahue, Contract Specialist via email at <u>NHTSAOAM@dot.gov</u>. The Business Cost Proposal spreadsheets should be interactive so that the Contracting Officer can verify the calculations used to obtain the final cost. The Proposals are due no later than <u>2:00 PM EST</u> <u>August 24, 2016.</u>

L.6 FAR 52.252-3 ALTERATIONS IN SOLICITATION (APR 1984)

Portions of this solicitation are altered as follows:

[X] None at this time

L.7 DISCLOSURE OF CONFLICTS OF INTEREST

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

b. The Offeror shall provide a statement in its technical proposal which describes in a concise manner all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which is related to the work under the request. The interest(s) described shall include those of the Offeror, its affiliates, proposed consultants, proposed subcontractors and key personnel of any of the above. Past interest shall be limited to within one year of the date of the Offerors 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 Offerors 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 bave an economic or other impact on the interests of a regulated or affected organization.

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

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

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

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

L.8 PROPOSAL CONTENT

By no later than the due date for receipt of proposals (as stated in block 9 of this Solicitation Standard Form 33), the Offeror shall submit the following documents: a. Section <u>K</u> – Representation, Certifications and Other Statements of Offerors - must be completed and submitted as a part of the offerors proposal.

b. <u>Waiver of Price Evaluation Adjustments/Preferences</u> – If the offeror has represented itself as a HUBZone Small Business Concern or a joint venture that complies with the requirements of 13 CFR part 126 and the offeror elects to waive either, or both evaluation adjustments provided by this Solicitation the offeror must indicate so in its Business Management Proposal.

c. <u>Conflict of Interest</u> – One (1) disclosure of conflict of interest statement submitted in accordance with Section L.7.

L.9 PROPOSAL FORMAT

Technical/Business Proposals are to be submitted in PDF, Microsoft Word, EXCEL

2010 or a combination of these formats. The Technical Proposal shall be separated from the Business Management Proposal. No cost or pricing information shall be included or referenced in the Technical Proposal. Offerors shall identify the authors of their proposals and specify those sections for which the writers had major responsibility.

The technical proposal shall consist of the following major sections:

a. Table of Contents

The Table of Contents shall be organized in the same manner as the following sections:

b. Introduction

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

TECHNICAL PROPOSAL

Part I:	Technical Approach
Part II:	Qualifications of Project Personnel
Part III:	Corporate Experience /Past Performance

- The Technical Proposal should contain a cover sheet that clearly identifies the offerors name, RFP number [DTNH2216R00042 and date]
- Page Limit: <u>30 (8 ½ x11).</u> The page limit excludes resumes, references, appendixes, etc.). If biographies or personnel resumes are to be included, they shall appear as addendums. Staff Resumes or biographies shall be no more than two pages in length, and if academic papers are cited, the citations must also be limited to two pages in length.

The cost proposal shall consist of the following major sections:

COST/BUSINESS PROPOSAL

Part I:	Cost/Price Information
Part II:	Other Financial and Organization Information

- The Business Proposal should contain a cover sheet that clearly identifies the offerors name, RFP number (DTNH2216R00042) and date.
- The electronic submission(s) of the Business Proposals shall allow the Government to interact with the data.
- Page Limit: None

Note: NHTSA will not be liable for the failure to read and/or evaluate a business proposal that contains a virus and/or similar problem.

Offeror shall submit the following:

- RFP Section A, Blocks 12 through 18 of Standard Form 33 must be filled in as appropriate, signed and returned.
- A completed Standard Form LLL, Disclosure of Lobbying Activities, must be completed and submitted. The Form is included as Attachment J.1.

L.10 TECHNICAL PROPOSAL INSTRUCTIONS

A written technical proposal is required for this RFP. The technical proposal <u>shall not</u> <u>exceed 30 pages</u> and shall be bound separately from the business proposal. The Technical Proposal, Volume I, will be evaluated in accordance with Section M.1. Volume I: Technical Proposal shall be submitted in three (3) parts:

Part I:	Technical Approach
Part II:	Qualifications of Project Personnel
Part III:	Corporate Experience /Past Performance

Cost information <u>shall not</u> be provided in the forwarding letter or in any part of the technical proposal.

PART I Technical Approach

A. The technical proposal shall explain the Offeror's approach, methods and procedures for satisfying the requirements and achieving the objectives of the Section C Statement of Work (SOW). The proposal shall also explain the Offerors expertise in the topics of, traffic safety, sleep science/medicine, and survey methodology. The proposal shall discuss potential problems the Offeror may encounter as well as a means of addressing those problems. The technical proposal shall contain a discussion of present or proposed facilities and equipment that will be used in the performance of the Contract. Additionally, the Offeror shall explain how it plans to work with external (to NHTSA) stakebolders in the questionnaire development process in order to create the best survey instrument possible. These stakeholders should include national stakeholder organizations involved in traffic safety and/or sleep science and medicine, as well as any other(s) the Offeror can fully justify.

Offerors are required to discuss each of the specific requirements described in this solicitation in their proposal. Offerors should provide the reasoning for their proposed approach and details in regards to the proposed data collection strategies.

NHTSA's Specific Requirements in the Statement of Work in Section C provide Offerors with an indication of NHTSA's thoughts on how the project should be conducted. Offerors who wish to propose an alternative to the methods specified in the government's SOW may do so providing the offeror first respond to all the specific requirements listed in Section C. Then any alternative approach shall be presented as an option for the government to consider. For example, Offerors may discuss the ramifications of a using a smaller or larger sample than discussed in Section C, statistical power, in their proposals. Similarly, Offerors may include in their proposals a discussion of the use of incentives or alternative data collection methodologies or data collection modes to increase survey participation. Any alternative methods proposed by the Offeror must be fully justified in the proposal.

SPECIAL NOTE: If the offeror elects to submit an alternative approach to performing the statement of work requirements and that alternative approach has an impact on the cost of the contract, then any discussion of this cost impact shall he provided as part of the <u>offeror's Cost/Business Proposal only.</u>

- B. The offeror shall explain its overall capability to manage, and coordinate efforts of this type. Organizational hierarchies, lines of communication, and program/project methodology shall be addressed.
- C. The Offeror shall describe the project challenges and issues and shall describe important considerations in developing the survey methodology and carrying out the survey and implementing the Contract. This shall not be a repetition of what was written by the NHTSA in its statement of work. Rather, it shall identify any important issues in achieving the Contract objectives that were not noted by the government in this Request for Proposals (RFP). It shall also identify, and elahorate <u>on</u>, what the Offeror considers to be the most critical issues raised by the government in this RFP in order to show that the offeror has a thorough understanding of the challenges in achieving the project's objectives, including sampling approaches, securing respondents, and analyzing data.
- D. The Offeror shall discuss its approach to ensuring that the work performed will meet contract requirements and is carried out at a high quality. The offeror shall include the following:
 - 1. A discussion of how the Offeror defines quality performance, how the Offeror will ensure a high quality of performance, and what steps will be taken should performance not meet the performance quality defined. Describe the type of records that are kept or will be kept to document the above plans and actions.
 - 2. The Offeror shall explain their procedures for assuring quality in the work, products and deliverables.

PART II Qualification of Project Personnel

Offerors shall fully identify each staff member they propose to use on this contract effort. Offerors shall provide the names of all proposed staff members. Proposed staff resumes (no page limit) shall include (but not be limited to) formal education, applicable past work experience, and a list of relevant peer-reviewed publication and conference presentations. The resumes shall include the experience and qualifications of proposed technical staff in conducting surveys on the Web, mobile devices, and paper; adapting the visual appearance of the questionnaire to these different modes; and monitoring and managing data collection. Additionally, the Offeror shall demonstrate significant personnel expertise in drowsy driving, sleep science/medicine, and traffic safety. Offerors shall indicate the availability of proposed individuals (i.e., is the proposed individual an existing, bona fide employee of the Offeror or will employment of the proposed individual be contingent upon award of this contract?). The Offeror shall not only include each key person's professional title in past work but what they actually did during the project (e.g., rather than stating "Project Manager" include specifics such as "handled logistics of data collection scheduling and prepared monthly reports."

PART III Corporate Experience and Past Performance

Offerors shall describe their experience in performing efforts similar to those identified in this solicitation. Offerors shall address their experience with sleep-science or drowsy driving research, conducting survey research, managing survey data, analyzing and interpreting survey data, writing government reports, and publishing peer-reviewed journal articles.

The Offeror shall provide a list of recent projects completed that were similar to the effort described in this solicitation. This list should include dates on which the project began and was completed, total dollar value of the contract, customer name and contact information and a brief synopsis of the project. Additional information may be provided that helps explain the relevant project experience provided.

The Offeror also is strongly encouraged to provide at least three (3) references that have received services from the Offeror, which are comparable to those described in this solicitation. References should include: (1) name of agency or organization receiving the service; (2) name of reference's point of contact, phone number, and e-mail address; (3) dates services were provided; (4) applicable contract number; (5) title, and (6) brief description of services provided. The references shall be returned directly to the NHTSA Contract Specialist. If the Offeror has previous contracts with NHTSA, this list shall consist of the Offeror's most recently completed projects with NHTSA. The government will consider GAO and OIG reports as well.

Offerors shall use the Past Performance Questionnaire (Solicitation Section J, Attachment J.2) for submission of past performance information to NHTSA.

The Offerors also shall provide information regarding any contracts that were terminated for default or convenience of the Government within the past three years. The Offeror shall provide explanations of the circumstances in each case.

L.11 COST/BUSINESS PROPOSAL INSTRUCTIONS

This volume shall be separate from Volume I, and shall contain all pricing information and certain general financial and organizational information as described below:

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Volume II: Cost/Business Proposal shall be submitted in two (2) parts:

Part I: Cost/Price Information

Part II: Other Financial and Organization Information (refer to Section K and instructions under this section)

OFFER – SF-33: Blocks 12 through 18 of Standard Form 33 (Page 1 of this RFP) must be filled in as appropriate, signed and returned with the offer.

L.11.1 COST/PRICE INFORMATION

Note: If the offeror elects to propose an alternative approach to the Specific Requirements presented in the Statement of Work, then it first must submit a full cost proposal based upon the stated Specific Requirements **and then** it may submit a full cost proposal based upon its alternative approach.

a. Cost/Price Information Assumptions:

The Offeror shall support its total cost for the task(s), to include the optional tasks, outlined in Statement of Work (SOW) incorporated in Section C, Descriptions/Specifications/Work Statement and, shall contain the Offerors best terms from a cost standpoint with applicable discounts for consideration of the total effort. The cost proposal shall be prepared in accordance with the Offerors accounting system and practices and the format of the Cost Proposal templates provided as attachment J.5 – J.7. The Business Cost Proposal shall illustrate cost data by cost element (material, labor, indirect costs, etc.) and fixed fee.

Cost/Price Information Breakdown:

Proposals shall include, at a minimum:

1. <u>Labor Rates/Categories</u>: Provide labor rates/categories for all proposed staff. Proposal should also include yearly escalation rates. Anticipated promotions for any personnel shall be included with the escalation calculation. The annual direct labor escalation rate and its basis shall be clearly stated with the proposal. Discuss your proposed rate as compared to historical experience and include when and how escalation will be calculated/implemented.

<u>Proposed labor</u> categories should relate to the Government labor categories discussed herein.

- 2. <u>Productive Hours:</u> Define "direct productive hours" and how vacation, sick and other types of leave are accrued, charged and accounted for.
- 3. Indirect Rates: Discuss the proposed indirect rates for all years and how they

are applied/calculated. Identify the various specific indirect rates and what they are based on (e.g., labor overhead based on direct labor dollars). State any differing rate applications (for example if there is a different proposed rate when applied to travel than when applied to Subcontractor costs). Offerors must provide dollar values as well as percentages. What will the impact be to the Offeror's indirect rates if awarded this contract?

- 4. <u>Subcontracts/Consultants [as appropriate]</u>: The Offeror shall include subcontract information to be evaluated when proposing subcontractors/independent consultants (e.g. name, labor rates, etc.).
 - a. Name and address of the Subcontractor or consultant;
 - b. Identify the position and the portion of the work to be completed;
 - c. Extent to which adequate price competition was obtained, or justification in its absence. This information should be in a Negotiation Memorandum
 - d. Format describing the Prime Contractors approach for identifying appropriate subcontractors and/or consultants inclusive of methods used to determine cost reasonableness.
 - e. Statement as to whether the proposed Subcontractor is on the list of Parties Excluded from Federal Procurement (ELPS) and Non-procurement Programs.
 - f. Cost proposal inclusive of any supporting documentation needed to substantiate proposed rates, hours, and overall costs. Note: Prime Contractors/Offerors are responsible for performing a cost reasonableness analysis on all its proposed Subcontractors and Consultants in accordance with FAR 15.404-3 and this analysis should be included in the Negotiation Memorandum described above in item c.
 - g. Letters of Commitment from the Subcontractor/Consultants indicating their intent to participate in the project.

Note: If the Offeror chooses to use a subcontractor(s), the subcontractor must complete the Subcontract Checklist per (refer to Attachment J.3) in anticipation of entering into a subcontract arrangement. This Checklist needs to be completed and provided prior to NHTSA consenting to any subcontractor proposed by an Offeror. <u>A cost/price analysis report must</u> accompany each named subcontractor/consultant as defined at FAR 15.404-3.

- 5. <u>Other Direct Costs (ODCs)</u>: This category includes materials, equipment, etc. The Offeror shall consolidate ODCs into one line item. However, a separate schedule shall be provided to breakdown ODCs. The schedule shall provide a detailed itemization of each ODC proposed, and shall also provide rationale for the need of each item.
- 6. <u>Other Divisions:</u> If other divisions, subsidiaries and parent/affiliated companies will perform work or furnish materials under this proposed contract, please provide the name, location, and inter-company pricing agreement for evaluation.

- 7. <u>Right of Examination:</u> By submitting a proposal, an Offeror, if negotiations are necessary, shall grant the CO or an Authorized Representative the right to examine any books, records, documents or other supporting data that will permit adequate evaluation of the proposed cost. This right may be exercised any time before award. The NHTSA may use an independent Contractor to conduct the cost analysis.
- 8. **Profit/Fee:** Offeror may propose a fee for this effort. However, the basis and applicability must be clearly identified in the proposal submission.

L.11.2 OTHER FINANCIAL AND ORGANIZATION INFORMATION

General Information:

Offerors shall provide the following information:

- a. Indicate whether the proposed indirect cost rate(s) have been audited and accepted by any Federal audit agency. Give name, location and telephone number of the agency, and the date of acceptance. If no Federal audit has taken place, data supporting the proposed rates over the past three years must accompany the cost proposal. The data shall include a breakdown of the items comprising overhead and G&A, and the base upon which the burdens are computed.
- b. Indicate whether written purchasing procedures exist, and whether the company purchasing system has been approved by a Government agency. If so, provide the name, location and telephone number of the cognizant agency, and date of approval.
- c. Indicate whether the company accounting system has been approved by any Government agency. If so, provide the name, location and telephone number of the cognizant agency, and date of approval.
- d. DUNS and TIN numbers.
- e. If the Offeror takes exception to any of the terms/conditions of the RFP, the Offeror shall note these exceptions and provide an explanation of each.

(End of Section L)

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 EVALUATION, NEGOTIATIONS AND AWARD PROCESS

The evaluation process designed for this Solicitation will be conducted in two-phases:

PHASE ONE: TECHNICAL ACCEPTABILITY

The Offerors technical proposal will be evaluated for technical merit according to the criteria set forth in M.3.1 – M.3.3, EVALUATION FACTORS. The technical proposal must be deemed "Technically Acceptable" for consideration of award.

<u>PHASE TWO:</u> EVALUATION OF COST PROPOSALS - The review of the Offeror's prices will be made independently of the technical review. Costs of <u>technically unacceptable</u> proposals will <u>not</u> be evaluated.

For the purpose of evaluating the estimated total price proposed by the Offeror, the Government will review the proposal submitted by the Offeror.

Negotiations may be conducted with those Offerors whose responsive and technically acceptable proposals, combined with their price proposal, place them in the competitive range. Negotiations will be conducted to the extent deemed necessary by the Government. However, Offerors are notified to submit initial proposals on the most favorable basis since the Government reserves the right to make an award without discussions, in accordance with FAR 52.215-1, Instructions to Offerors-Competitive Acquisition.

The Evaluation Factors set forth in M.3 will be used in evaluating Technical Proposals. Proposals will be reviewed to determine technical acceptability.

The evaluation in M.4 will be used to assess Business Management Proposals. Proposals will be evaluated using the "Trade-off" method described in FAR Section 15.101-1. The Government will award a contract that represents the best value to the Government.

When comhined, Technical Factors are more important than price.

Establishment of the Competitive Range and subsequent discussions (negotiations) with Offerors, if conducted, will be in accordance with FAR 52.215-1 "Instructions to Offerors – Competitive Acquisition" and FAR 15.306, "Exchanges with Offerors after receipt of proposals." Business Proposals for <u>technically unacceptable</u> proposals will <u>not</u> be evaluated.

Clarifications or discussions (negotiations) with Offerors, if conducted, will be in accordance with FAR 15.306, "Exchanges with Offerors after receipt of proposals."

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M.2 BASIS OF AWARD

First, proposals will be reviewed to ensure the Offeror is proposing to the full needs and requirements of the Government's Specific Requirements as defined in the solicitation AND an evaluation of the cost, including labor costs (skill level, number and mix), subcontractor cost, material costs, overhead and general and administrative expenses. Only after a determination is made that the Specific Requirements of this RFP can be met will the government consider any alternative approach.

Source Selection: Source selection will be made in accordance with the guidelines of the Federal Acquisition Regulation (FAR), the Department of Transportation Acquisition Regulation and this solicitation.

M.3 TECHNICAL PROPOSAL EVALUATION

The Technical Evaluation Committee (TEC) will evaluate and score the Technical Proposal based upon evaluation of the following factors. All factors are listed in <u>descending order</u> of importance.

M.3.1 TECHNICAL APPROACH

The Offeror will be evaluated on its understanding of the contract requirements, as well as the reasonableness, completeness, clarity, quality, and feasibility of its proposed methods and procedures for satisfying the requirements of the contract.

The Offeror will be evaluated on its approach to conducting survey research on drowsy driving (including traffic safety and sleep science/medicine), its survey sampling proposal, its understanding of technical factors involved in administering surveys over the Internet and through U.S. mail, its understanding of human subject research and privacy concerns, its understanding of statistical analysis of large survey datasets, its understanding of research dissemination, and its plan to include stakeholders in survey development.

The Offeror will also be evaluated on its identification of important challenges not raised in the RFP and its understanding and appreciation of planning, conducting, analyzing, and writing about this research. Additionally, the Offeror will be evaluated on providing a sound and reasonable approach to ensuring that quality work is performed under the contract. This includes a complete strategy for addressing performance issues.

M.3.2 QUALIFICATIONS OF PROJECT PERSONNEL

This factor involves the experience and qualifications of technical staff in the drowsy driving topic area (i.e. traffic safety & sleep science/medicine), conducting survey research, database management, sensitivity to and awareness of human subjects research issues, evaluating question items and survey construction, collecting questionnaire data, analyzing and interpreting survey data, preparing publishable technical reports that are

REQUEST FOR PROPOSAL National Survey of Drowsy Driving Knowledge, Attitude and Behaviors SOLICITATION # DTNH2216R00042

appropriate not only for the research community but also for non-researchers, as well as public dissemination of research (not just to the research community). The Offeror is especially encouraged to have staff, subcontractors, or consultants who are internationally recognized experts on sleep science and/or drowsy driving in particular.

The Offeror will be evaluated on the appropriateness of its proposed professional and technical personnel (including any proposed subcontractor personnel). This includes identifying qualified staff in key positions under the contract which indicates a level of experience that ensures the ability to successfully complete the requirements of the solicitation. The government will review the qualifications of the proposed staff to ensure a depth of technical background relevant to the effort

The Offeror will also be evaluated on whether there is sufficient permanent staff available to successfully perform the work and that key project professional and technical personnel are available to the agency during contract performance. The personnel plan will also be evaluated based on the readiness of the team to begin work upon award.

M.3.3 CORPORATE EXPERIENCE AND PAST PERFORMANCE

Offerors will be evaluated on their demonstration of corporate experience based on the adequacy and appropriateness of previous experience on similar projects. They will be evaluated on how well their corporate experience relates to the needs of this project and demonstrates their ability to perform the work. Corporate experience in conducting survey research, and experience in conducting drowsy driving or sleep related research, is essential. The Offeror will be evaluated on demonstrated experience in conducting complex survey projects. The Offeror is especially encouraged to build relationships with national stakeholder organizations concerned with traffic safety, sleep science/medicine, and drowsy driving. The Offeror will be evaluated on their working relationships with these organizations through letters of support from stakeholder organizations detailing the Offeror's relationship with the organization.

Offerors will be evaluated on their past performance under similar efforts, including on the ability to meet milestones with polished deliverables. Evaluation of past performance includes the quality of deliverables throughout the project, and whether written materials needed substantial rework before being publishable. The government will consider GAO and OIG reports as well.

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

M.4 COST/BUSINESS PROPOSAL EVALUATION

The Cost/Business Proposal will be analyzed and evaluated to determine the reasonableness of the Offerors proposed cost. Cost proposals will also be analyzed to assess realism and probable cost to the Government. The purpose of this analysis will be to determine if the offerors proposed cost reasonably reflect that the Offeror understands and addresses the Government's requirement(s). The proposed costs may be adjusted, for the purpose of evaluation, based upon the results of the cost realism assessment.

(End of Section M)



U.S. Department of Transportation

National Highway Traffic Safety Administration NOV 28 2016

1200 New Jersey Avenue SE. Washington, DC 20590

COPY SENT VIA E-MAIL

Robert T. Wu Government Accountability Office 441 G. Street, N.W. Washington, D.C. 20548

RE:FILE:B-414141, Notice of AppearanceSOLICITATION:DTNH22-16-R-00042PROTESTER:M. Davis and Company, Inc.AGENCY:National Highway Traffic Safety Administration

Dear Mr. Wu:

The following individuals enter an appearance in this matter as representatives for the National Highway Traffic Safety Administration:

Andrew J. DiMarsico Senior Attorney 1200 New Jersey Ave., S.E. West Building, W41-309 Washington, D.C. 20590

E-mail: Phone Number: Fax Number: andrew.dimarsico@dot.gov (202) 366-5251 (202) 366-3820 Roland (R.T.) Baumann III Senior Attorney 1200 New Jersey Ave., S.E. West Building, W41-308 Washington, D.C. 20590

roland.baumann@dot.gov (202) 366-5260 (202) 366-3820

Respectfully submitted,

(udell.

Andrew J. DiMarsico Senior Attorney

cc: Janice Davis, Davis & Steele (via e-mail)





United States Government Accountability Office Washington, DC 20548

December 2, 2016

Janice Davis, Esq. Davis & Steele

Roland Baumann III, Esq. National Highway Traffic Safety Administration

File:	B-414141
Protester:	M Davis and Company, Inc.
Agency:	National Highway Traffic Safety Administration
Solicitation No.:	DTNH2216R00042

NOTICE OF ADMISSION TO PROTECTIVE ORDER

The Government Accountability Office has received and reviewed the application of Janice Davis, Esq. attorney with the firm of Davis & Steele retained by M. Davis and Company Inc. to represent it in this protest.

Based on the information provided by the individual regarding relationships with the parties to the protest, and in the absence of any objection, the Government Accountability Office concludes that the risk of inadvertent disclosure of protected material is sufficiently minimal to warrant providing access under the protective order. The individual has represented that she has read the protective order issued by the Government Accountability Office on November 21, 2016 for this protest and will abide by its terms and conditions in handling any protected material that is produced in this matter. Accordingly, the individual listed above is hereby authorized to receive protected material.

Unless the Government Accountability Office expressly notifies the parties otherwise, all material identified by any party as falling within the protective order shall be covered by that order. For 2 working days following production, all documents, <u>including those not designated as protected</u>, shall be released only to persons admitted to the protective order, in order to permit identification of documents counsel believes should have been designated as protected. Each individual covered under this protective order shall take all precautions necessary to prevent disclosure of protected material. In addition to physically and electronically securing, safeguarding, and restricting access to the protected material in one's possession, these precautions include, but are not limited to, sending and receiving protected material using physical and electronic methods that are within the control of individuals authorized by this protective order or that otherwise restrict access to protected material to individuals authorized by this protective order. Protected material may be sent using electronic mail unless objected to by any party in this protest. The confidentiality of protected material shall be maintained in perpetuity.

Robert T. Wu Digitally signed by Robert T. Wu DN: cn=Robert T. Wu, o=U.S. Government Accountability Office, ou=Office of the General Counsel, email=wur@gao.gov, c=US Date: 2016.12.02 10:20:05-05'00'

Robert T. Wu Senior Attorney

NOTICE REGARDING PROTECTED MATERIALS

GAO protective orders generally require that within 60 days after the disposition of the protest(s) (or if a request for reconsideration or a claim for costs is filed, 60 days after the disposition of those matters), all protected material furnished to individuals admitted under this protective order, including all electronically transmitted material and copies of such material, with the exception of a single copy of a protected decision or letter issued by our Office, shall be: (1) returned to the party that produced them; or (2) with the prior written agreement of the party that produced the protected material, destroyed and certified as destroyed to the party that produced them; or (3) with the prior written agreement of the party that produced the protected material, retained under the terms of this order for such period as may be agreed. Within the same 60-day period, protected pleadings (including copies in archival files and computer backup files) and written and electronic transcripts of protest conferences and hearings must be destroyed, unless the parties otherwise agree or GAO so orders. The terms of the protective order (except those terms regarding the return or destruction of protected material) apply indefinitely to the single copy of the protected decision or letter issued by our Office that is retained by a party admitted under the order.

Revised December 2005



U.S. Department of Transportation National Highway **Traffic Safety** Administration

1200 New Jersey Avenue SE. Washington, DC 20590

COPY SENT VIA E-MAIL

PROTESTER:

AGENCY:

DEC 1 5 2016

Robert T. Wu Government Accountability Office 441 G. Street, N.W. Washington, D.C. 20548

RE: FILE:

B-414141, Notice of Corrective Action SOLICITATION: DTNH22-16-R-00042 M. Davis and Company, Inc. National Highway Traffic Safety Administration

Dear Mr. Wu:

This letter provides notice that, after careful review of the evaluation process, the National Highway Traffic Safety Administration has decided to take corrective action under the abovecaptioned solicitation.

In our review, we determined that the agency committed errors in its evaluation process, specifically occurring after the determination of the competitive range. Although minor in nature, the errors may have had an effect on evaluation of proposals deemed technically acceptable. In light of these concerns, we believe the prudent course in this situation is for the agency to re-evaluate proposals.

Specifically, the nature of the agency's corrective action will include a re-evaluation of the proposals that were within the competitive range, using a new evaluation panel to carry out the process, including conducting discussions, if necessary, and evaluating the proposals consistent with the evaluation criteria. We will issue letters to all the offerors within the competitive range informing them of these steps.

We believe that these actions are responsive to the concerns of the protest that seeks in part a reevaluation of proposals and a new best value award decision. Insofar as the protest takes issue with the evaluation process, the agency has removed the basis for these concerns by withdrawing the current evaluation of its proposal.

In the protest document, under the heading "Protest Grounds," the protester takes issue with the agency's evaluation process. More specifically, in several sections, the protester makes statements indicating that the agency's evaluation erroneously applied evaluation factors, lacked understanding, failed to engage in appropriate discussions or failed to appropriately assess various parts of the proposal. The basis for these statements is cited by the protester to be the



agency's written debriefing document. Since the debriefing information was based on the evaluation the agency is now planning to redo, we believe that the agency's proposed corrective action makes further review of the statements unnecessary.

Although we intend to re-evaluate proposals, we do not intend to change the stated solicitation instructions or evaluation criteria. The agency plans to re-evaluate the proposals within the competitive range in accordance with the specified evaluation process. The approach allows the agency to address its evaluation errors and the protester's concerns with regard to the evaluation of its proposal. Consequently, as a result of the agency's planned corrective actions, we do not believe that further review under the protest is warranted.

We plan to reach out to the respective offerors as soon as possible to tell them of our corrective actions. Included with this notice is a copy of the agency's solicitation document for reference purposes.

Respectfully submitted,

Andrew J. DiMarsico

Senior Attorney

cc: Janice Davis, Davis & Steele (via e-mail)

Attachment