SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER: 693JJ926RQ000100

PAGE 1 OF 72

2. CONTRACT NO.

3. AWARD/ EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER: 693JJ926R000030

6. SOLICITATION ISSUE DATE: 7/31/2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: LAUREN WEITZEL

b. TELEPHONE NUMBER (No collect calls): 202-366-9667

8. OFFER DUE DATE/LOCAL TIME: 1400 ES 8/31/2026

9. ISSUED BY CODE 693JJ9

National Highway Traffic Safety Adm
Office of Acquisition Management
1200 New Jersey Avenue, S.E.
Washington DC 20590

10. THIS ACQUISITION IS ☒ UNRESTRICTED OR ☐ SET ASIDE: % FOR:

☐ SMALL BUSINESS
☐ HUBZONE SMALL BUSINESS
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)
☐ WOMEN-OWNED SMALL BUSINESS (WOSB)
☐ ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
☐ 8(A)

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS):

SIZE STANDARD:

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED
☒ SEE SCHEDULE

12. DISCOUNT TERMS

13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700) ☐

13b. RATING

14. METHOD OF SOLICITATION
☐ REQUEST FOR QUOTE (RFQ) ☐ INVITATION FOR BID (IFB) ☐ REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO CODE DOT/NHTSA

DOT/NHTSA
1200 New Jersey Ave SE
Washington DC 20590

16. ADMINISTERED BY CODE 693JJ9

National Highway Traffic Safety Adm
Office of Acquisition Management
1200 New Jersey Avenue, SE
Washington, DC 20590

17a. CONTRACTOR/ OFFEROR CODE

FACILITY CODE

TELEPHONE NO.

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY CODE

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Title: NHTSA Traffic Records Program Purpose of this solicitation is to issue a multiple award IDIQ for NHTSA's Traffic Records Program. Delivery: 10 Days After Award				
00001	Traffic Records Support Base Period (Contract Continued ...				

(Use Reverse and/or Attach Additional Sheets as Necessary)

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT *(For Government Use Only)*

☐ 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.

☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.

☐ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

☐ 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER *(Type or print)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(Type or print)*

31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Year 1)				
10001	Traffic Records Support Option Year 1 (Contract Year 2) (Option Line Item) (None) 10				
20001	Traffic Records Support Option Year 2 (Contract Year 3) (Option Line Item) (None) 10				
30001	Traffic Records Support Option Year 3 (Contract Year 4) (Option Line Item) (None) 10				
40001	Traffic Records Support Option Year 4 (Contract Year 5) (Option Line Item) (None) 10				
50001	Traffic Records Support Optional Six (06) Extension Continued ...				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

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

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

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

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

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

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(Option Line Item) (None) 10 DATA Act Reporting Indicator: P PIID: Reference IDV ID:				

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SUPPLIES/SERVICES

The Contractor shall provide all the necessary personnel, materials, supplies and services which are necessary to accomplish the services as described in this contract. The Contractor shall fulfill work requirements in accordance with the Statement of Work (SOW), Section C and other terms and conditions of the contract. All support services provided to the Government shall be performed by the Contractor employees or personnel otherwise retained by the Contractor.

This is an Indefinite Delivery, Indefinite Quantity (IDIQ) Type Contract, whereby Firm Fixed Price (FFP), Cost Plus Fixed Fee (CPFF), Time and Materials (T&M), or combination thereof, Task Orders shall be issued in accordance with FAR 16.5.

B.2 OBLIGATION SUMMARY

Minimum Obligation of the Government. The minimum guaranteed obligation of this IDIQ contract is the firm fixed price of **$TBD** for services required for participation in a kickoff meeting under this Contract.

Maximum Obligation of the Contractor. The Contractor shall be obligated to provide supplies and services up to the maximum contract value amount of **$TBD** for the entire sixty-six (66) month period of performance inclusive of one twelve-month Base Period and four (4) twelve-month Option Periods and one (1) six (6) months Option to Extend Services.

Obligation Period	**Ceiling Amounts**
Base Period Year 1	$TBD
Opt. Period 1 Year 2	$TBD
Opt. Period 2 Year 3	$TBD
Opt. Period 3 Year 4	$TBD
Opt. Period 4 Year 5	$TBD
Opt. to Ext. 6 mo.	$TBD
Total Estimated	**$TBD**

The Ceiling Amounts established for each contract year comprises the total value of all Task Orders awarded during that contract year. These Ceiling Amounts may be increased upon agreement by both parties and formal modification to the contract.

B.3 CONTRACT PRICES

Prices shall be effective for those periods shown in each of the contract Price Schedules that are listed in section (B.6) for the resultant contract.

B.4 PRICE SCHEDULE DEFINITIONS AND SPECIAL PROVISIONS

B.4.1 Hourly Rates

B.4.1.1 T&M Hourly Rates

As used in this contract, the term "T&M Hourly Rates" means the hourly labor rates applicable to work performed under Time and Materials type Task Orders. T&M Hourly Rates appearing in the Price Schedules B.6 are "fully loaded" (i.e., total of the unloaded labor rate paid to the employees assigned to those labor categories *plus* applicable indirect costs and fee). Fully loaded T&M Hourly Rates are negotiated and fixed at time of contract award.

B.4.1.2 CPFF Estimated Hourly Rates

As used in this contract, the term "CPFF Estimated Hourly Rates" means the unloaded hourly labor rates estimated to be paid to contractor employees assigned to the specified labor categories (excluding any indirect costs and fee). These rates shall be the basis upon which the contractor shall prepare its labor cost proposals for Cost Plus Fixed Fee Task Orders. The indirect costs applicable to CPFF Estimated Hourly Rates appear in Section G.2 of this contract. Applicable fixed fee shall apply to the total cost of labor, other direct costs, and applicable indirect costs. This fee shall be negotiated on a Task Order by Task Order basis and fixed at time of Task Order award.

CPFF Estimated Hourly Rates are not expected to exceed the annual escalation rate identified in Section G.4 of this contract. Rates exceeding this escalation rate must be justified by the contractor and approved by the contracting officer prior to Task Order award.

B.4.1.3 Subcontractor Labor T&M Hourly Rates

As used in this contract, the term "Subcontractor Labor T&M Hourly Rates" means the hourly labor rates applicable to work performed by Subcontractors under Time and Materials type Task Orders. T&M Hourly Rates appearing in the Price Schedules B.6 are "fully loaded" (i.e., total of the unloaded labor rate paid to the subcontractor's employees assigned to those labor categories plus the subcontractor's applicable indirect costs and the subcontractor's fee. Fully loaded Subcontractor Labor T&M Hourly Rates are negotiated and fixed at time of contract award.

NOTE: Cost of Subcontractor Labor is considered to be an Other Direct Cost and shall be treated in accordance with Paragraph B.4.2 below for T&M Task Orders.

B.4.1.4 Subcontractor Labor CPFF Hourly Rates

Hourly rates applicable to Subcontractor labor under CPFF Task Orders are not pre-defined in this contract but shall be fully supported by the Subcontractor when included as part of the contractor's CPFF Task Order proposal.

NOTE: Hourly rates proposed for FFP shall be consistent with T&M or CPFF

B.4.2 ODC

As used in this contract, "ODC" means "Other Direct Costs." ODCs are costs other than the Contractor's labor costs and may include such things as subcontractor costs, travel, and material. Travel costs shall be reimbursed in accordance with FAR Part 31.205-46.

B.4.3 ODC Indirect Cost Category, Base, and Rates

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).

B.4.3.1 for T&M Task Orders: ODC Indirect Costs are permitted only to the extent that those costs are not already recovered as part of the Contractor's T&M Hourly Rates. These rates are identified in the Price Schedule B.6.

B.4.3.2 for CPFF Task Orders: ODC Indirect Costs shall be applied to the contractor's Other Direct Costs in accordance with the Contractor's established and approved accounting system. CPFF Task Order Indirect Costs are presented in Section G.1 of this contract.

B.4.4 Profit or Fee

B.4.4.1 for T&M Task Orders: Profit or Fee shall apply only to the contractor's direct labor rates and is included within the Contractor's T&M Hourly Rate. The contractor's profit or fee may never be added to any Other Direct Cost (to include subcontractor labor, travel, materials, etc.).

B.4.4.2 for CPFF Task Orders: Profit or Fee may be applied to the total of all direct costs (including contractor labor, subcontractor labor, and all Other Direct Costs) and applicable indirect costs. This fee shall be negotiated and fixed at time of Task Order award.

B.4.5 "Lots"

Requirements described in this Contract and performed under a task order will fall under any or all of the following categories:

A: Development of Traffic Safety Initiatives and Countermeasures;
B: Education and Training Efforts;

These areas of expertise are identified in the Price Schedule and other areas of this document as "Lot A" and "Lot B", respectively.

B.5 LABOR CATEGORIES AND DESCRIPTIONS

The following paragraphs define the duties each labor category is responsible for performing. Subject to prior written approval of the Contracting Officer, the Contractor may revise the list and/or labor category descriptions provided.

Program Manager	The Program Manager is responsible for overseeing all work performed under the Contract. The Program Manager has oversight of all projects (e.g., Traffic Records Assessments, GO Teams, and CDIPS) under the Contract and uses this oversight to support project-level activity to ensure that overall program goals are met. The program manager is also responsible to exercise decision-making authority where necessary at a project level, provide overall program perspective when required, and serve as a sounding board for ideas and approaches proposed by project staff, helping to resolve issues.
Project Manager	The Project Manager is responsible for overseeing projects performed under a specific BPA Call (e.g., a specific traffic records assessment, GO Team, or CDIP).
Project Assistant	The Project Assistant provides logistical support to the Project Manager and is responsible for administrative tasks such as scheduling and recording meetings and assembling and disseminating information to project staff.
Assessment Facilitator	The Assessment Facilitator is a subject matter expert responsible for coordinating the traffic records assessment with State officials. The position acts in the role as the spokesperson for all the assessors when communicating with the State. This includes assisting State officials to prepare for the assessment, reviewing the assessors' findings, negotiating a consensus between assessors where necessary, and briefing the State on assessment results.
Administrative Support	Administrative Support positions have duties that include scheduling meetings or conferences, answering phones, making copies, managing files and electronic communications, organizing maintenance on office equipment and creating documents and presentations.

Assessor	The Assessor is responsible for evaluating and rating a State's responses to the questions posed under specific modules in the *Traffic Records Program Assessment Advisory, 2018 Edition (Attachment J.4)*. The Assessor must have experience in at least one of the following traffic records data systems or topic areas: crash, vehicle, driver, citation and adjudication, roadway, injury surveillance, Traffic Records Coordinating Committee management, Strategic Planning, or Data Integration. The Assessor must have the following qualities: (1) strong writing skills evidenced by published papers, articles, reports, or other professional documents; and (2) experience in gathering or researching, formulating, and synthesizing information.
Subject Matter Expert	The Subject Matter Expert (SME) is responsible for diagnosing a specific technical issue with a State's traffic records system and working with other SMEs and that State to develop a plan to address that specific issue to improve the traffic records system. The SME must have experience in at least one of the following traffic records data systems or topic areas: crash, vehicle, driver, citation and adjudication, roadway, injury surveillance, Traffic Records Coordinating Committee management, Strategic Planning, or Data Integration. The SME must have the following qualities: (1) strong writing skills evidenced by published papers, articles, reports, or other professional documents; (2) experience in gathering or researching, formulating, and synthesizing information; (3) public speaking, evidenced by experience in presenting information to groups of people; (4) interviewing skills and techniques; and (5) computer competency (i.e., word processing, internet research, and e-mail use, at a minimum).
Technical Writer	The Technical Writer is not necessarily a traffic records SME but is responsible for interviewing Traffic Records SMEs and conducting research to write technically accurate content about State traffic records data systems. The Technical Writer must have experience conducting research and developing training materials, as well as being proficient in information design, information architecture, and writing high-level consumer information.
Systems Analyst	The Systems Analyst is responsible for monitoring state respondent's and assessor's usage in the Traffic Records Improvement Program Reporting System (TRIPRS) and identifying any technical issues that impact the assessments conducted in TRIPRS. The Systems Analyst shall have advanced knowledge of Oracle databases and as necessary will consult on system solutions to help assessments operate more efficiently and effectively. The Systems Analyst must have experience working with traffic records programs and information technology.

B.6 PRICE SCHEDULE

B.6.1 Price Schedule Base Period (Year 1)

The ceiling amount for Base Period (Years 1) is **$TBD**

BASE PERIOD (YEAR 1)
(12-months from date of Contract Award)

CLIN	ITEM DESCRIPTION	FIRM FIXED-PRICE
0101	Kickoff Meeting	

HOURLY LABOR RATES

CLIN	LABOR CATEGORIES	**T&M Fixed Hourly Rates** Fully Loaded, applies to T&M Orders	**CPFF Hourly Rates** Unloaded, applies to CPFF Orders
0001	Program Manager		
0002	Project Manager		
0003	Project Assistant		
0004	Assessment Facilitator		
0005	Administrative Support		
0006	Assessor		
0007	Subject Matter Expert		
0008	Technical Writer		
0009	Systems Analyst		

NOTE: Price Schedules for FFP Task Orders will be developed at the Task Order level.

*The potential for disclosure of subcontractor business confidential information exists if both the loaded T&M and unloaded CPFF hourly rates are provided. For this reason, only the T&M Hourly Rate appears in this schedule.

0019 Contractor's Indirect Rate applied to ODCs (for T&M Task Orders) **TBD%**
0020 Contractor's Indirect Rate applied to Travel (for T&M Orders) **TBD%**

NOTE: No overtime shall be used in the performance of the work without prior written approval of the Contracting Officer.

B.6.2 Price Schedule Option Period I (Year 2)

The ceiling amount for Option Period 1 (Year 2) is **$TBD**

(Prices shall cover the period from the end of the "Base Period (Year 1)" through twelve (12) months thereafter)

HOURLY LABOR RATES

CLIN	LABOR CATEGORIES	**T&M Fixed Hourly Rates** Fully Loaded, applies to T&M Orders	**CPFF Hourly Rates** Unloaded, applies to CPFF Orders
0001	Program Manager		
0002	Project Manager		
0003	Project Assistant		
0004	Assessment Facilitator		
0005	Administrative Support		
0006	Assessor		
0007	Subject Matter Expert		
0008	Technical Writer		
0009	Systems Analyst		

NOTE: Price Schedules for FFP Task Orders will be developed at the Task Order level.

*The potential for disclosure of subcontractor business confidential information exists if both the loaded T&M and unloaded CPFF hourly rates are provided. For this reason, only the T&M Hourly Rate appears in this schedule.

1019 Contractor's Indirect Rate applied to ODCs (for T&M Task Orders) **TBD%**
1020 Contractor's Indirect Rate applied to Travel (for T&M Orders **TBD%**

NOTE: No overtime shall be used in the performance of the work without prior written approval of the Contracting Officer.

B.6.3 Price Schedule Option Period 2 (Year 3)

The ceiling amount for Option Period 2 (Year 3) is **$TBD**

(Prices shall cover the period from the end of the "Option Period 1 (Year 2)" through twelve (12) months thereafter)

HOURLY LABOR RATES

CLIN	LABOR CATEGORIES	**T&M Fixed Hourly Rates** Fully Loaded, applies to T&M Orders	**CPFF Hourly Rates** Unloaded, applies to CPFF Orders
0001	Program Manager		
0002	Project Manager		
0003	Project Assistant		
0004	Assessment Facilitator		
0005	Administrative Support		
0006	Assessor		
0007	Subject Matter Expert		
0008	Technical Writer		
0009	Systems Analyst		

NOTE: Price Schedules for FFP Task Orders will be developed at the Task Order level.

*The potential for disclosure of subcontractor business confidential information exists if both the loaded T&M and unloaded CPFF hourly rates are provided. For this reason, only the T&M Hourly Rate appears in this schedule.

2019 Contractor's Indirect Rate applied to ODCs (for T&M Task Orders) **TBD%**
2020 Contractor's Indirect Rate applied to Travel (for T&M Orders) **TBD%**

NOTE: No overtime shall be used in the performance of the work without prior written approval of the Contracting Officer.

B.6.4 Price Schedule Option Period 3 (Year 4)

The ceiling amount for Option Period 3 (Year 4) is **$TBD**

(Prices shall cover the period from the end of the "Base Period 2 (Year 3)" through twelve (12) months thereafter)

HOURLY LABOR RATES

CLIN	LABOR CATEGORIES	**T&M Fixed Hourly Rates** Fully Loaded, applies to T&M Orders	**CPFF Hourly Rates** Unloaded, applies to CPFF Orders
0001	Program Manager		
0002	Project Manager		
0003	Project Assistant		
0004	Assessment Facilitator		
0005	Administrative Support		
0006	Assessor		
0007	Subject Matter Expert		
0008	Technical Writer		
0009	Systems Analyst		

NOTE: Price Schedules for FFP Task Orders will be developed at the Task Order level.

*The potential for disclosure of subcontractor business confidential information exists if both the loaded T&M and unloaded CPFF hourly rates are provided. For this reason, only the T&M Hourly Rate appears in this schedule.

3019 Contractor's Indirect Rate applied to ODCs (for T&M Task Orders) **TBD%**
3020 Contractor's Indirect Rate applied to Travel (for T&M Orders) **TBD%**

NOTE: No overtime shall be used in the performance of the work without prior written approval of the Contracting Officer.

B.6.5 Price Schedule Option Period 4 (Year 5)

The ceiling amount for Option Period 4 (Year 5) is **$TBD**

(Prices shall cover the period from the end of the "Option Period 3 (Year 4)" through twelve (12) months thereafter)

HOURLY LABOR RATES

CLIN	LABOR CATEGORIES	**T&M Fixed Hourly Rates** Fully Loaded, applies to T&M Orders	**CPFF Hourly Rates** Unloaded, applies to CPFF Orders
0001	Program Manager		
0002	Project Manager		
0003	Project Assistant		
0004	Assessment Facilitator		
0005	Administrative Support		
0006	Assessor		
0007	Subject Matter Expert		
0008	Technical Writer		
0009	Systems Analyst		

NOTE: Price Schedules for FFP Task Orders will be developed at the Task Order level.

*The potential for disclosure of subcontractor business confidential information exists if both the loaded T&M and unloaded CPFF hourly rates are provided. For this reason, only the T&M Hourly Rate appears in this schedule.

4019 Contractor's Indirect Rate applied to ODCs (for T&M Task Orders) **TBD%**
4020 Contractor's Indirect Rate applied to Travel (for T&M Orders) **TBD%**

NOTE: No overtime shall be used in the performance of the work without prior written approval of the Contracting Officer.

B.6.6 Price Schedule FAR 52.217-8 Option to Extend Services (Nov 1999)

The ceiling amount for the Option to Extend Services is **$TBD**

(Prices shall cover the period from the end of the "Option Period 4 (Year 5)" through six (6) months thereafter)

HOURLY LABOR RATES

CLIN	LABOR CATEGORIES	**T&M Fixed Hourly Rates** Fully Loaded, applies to T&M Orders	**CPFF Hourly Rates** Unloaded, applies to CPFF Orders
0001	Program Manager		
0002	Project Manager		
0003	Project Assistant		
0004	Assessment Facilitator		
0005	Administrative Support		
0006	Assessor		
0007	Subject Matter Expert		
0008	Technical Writer		
0009	Systems Analyst		

NOTE: Price Schedules for FFP Task Orders will be developed at the Task Order level.

*The potential for disclosure of subcontractor business confidential information exists if both the loaded T&M and unloaded CPFF hourly rates are provided. For this reason, only the T&M Hourly Rate appears in this schedule.

5019 Contractor's Indirect Rate applied to ODCs (for T&M Task Orders) **TBD%**
5020 Contractor's Indirect Rate applied to Travel (for T&M Orders) **TBD%**

NOTE: No overtime shall be used in the performance of the work without prior written approval of the Contracting Officer.

(End of Section B)

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 BACKGROUND

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. The agency develops, 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. Today's traffic safety professional needs reliable, accurate, and timely data to make decisions about traffic safety problems and countermeasures and to manage and evaluate safety programs.

A State's Traffic Records System encompasses the hardware, software, personnel, and procedures that capture, store, transmit, analyze, and interpret traffic safety data. The data that are managed by this system include the crash, driver licensing and history, vehicle registration and titling along with commercial motor vehicle, roadway, injury control, citation/adjudication, and exposure information.

A complete traffic records system collects and stores data from a variety of sources. As a result, much of the data that makes up the system has been collected for purposes other than traffic safety. Thus, the traffic records system involves many areas of data collection across several organizations and the value and use of the data is largely dependent on the policies and practices used in collecting it. Consequently, the traffic records system is usually a collaborative effort spread across many agencies and organizations.

NHTSA supports the development of State traffic records systems through many avenues, including research and development of model traffic safety data collections, such as the Model Minimum Uniform Crash Criteria (MMUCC), the crash data improvement program, and the annual International Forum on Traffic Records and Highway Safety Information. NHTSA also provides technical assistance to States with respect to improving the timeliness, accuracy, completeness, uniformity, integration, and public accessibility of State safety data that are needed to identify priorities for Federal, State, and local highway and traffic safety programs, including on adoption by a State of the MMUCC. This technical assistance includes the GO Team program, conducting assessments of States' traffic records systems, and helping States to adopt the MMUCC.

C.2 PURPOSE

The purpose of this contract is to provide support services to NHTSA's Traffic Records program. This support will be provided through task orders issued under C.5.

C.3. OBJECTIVES

The objectives for this project include, but are not limited to the following:

1) Assessing state traffic safety systems,
2) Providing technical assistance and outreach to state traffic records programs,
3) Facilitating training for managers and staff of State traffic records systems,
4) Respond to traffic record research requests, and
5) Providing user support for NHTSA's Traffic Records Improvement Program Reporting System (TRIPRS) portal that NHTSA and the States use to participate in traffic records assessments, the crash data improvement program, and other safety program assessments.

C.4 SPECIFIC CONTRACT REQUIREMENTS

C.4.1 KICK OFF MEETING

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 objectives, for the contract administration, and the ordering procedures for issuing task orders.

C.5 POTENTIAL DELIVERY AND TASK ORDER ACTIVITIES/REQUIREMENTS

During the Contract, the Government will issue task orders covering the work areas described below.

C.5.1 ASSESSMENTS

One responsibility of NHTSA's Traffic Records Team is to assess State traffic records systems. Specifically, to assess State capabilities and compare them with standards developed by a national group of subject matter experts and outlined in the *Traffic Records Program Assessment Advisory, 2018 Edition* (*See Attachment J.4).* The Contractor shall deploy a group of subject matter experts to evaluate how States respond to a uniform set of questions about their crash, driver, vehicle, roadway, citation and adjudication, and injury surveillance data systems, as well as responses to questions about how states manage their traffic records coordinating committee, strategic planning, and data integration. All assessments shall be conducted online using the TRIPRS application. The assessment procedures are described further in *Procedures Manual for State Traffic Records Assessments, October 2018* (*See Attachment J.1*).

Assistance with other NHTSA programmatic assessments (e.g., Pedestrian and Bicycle Safety, Impaired Driving, Occupant Protection) may also be requested. Other NHTSA programmatic assessments are conducted within the Safety Program Assessment (SPA) module.

C.5.2 GO TEAM SUPPORT, WORKSHOPS, AND AD HOC SUPPORT

The Contractor shall provide NHTSA GO Team and support services to address issues that NHTSA has identified or where a State has requested NHTSA assistance. (*See NHTSA GO Teams: Training & Technical Assistance Attachment J.2*). The Contractor shall analyze the

identified state issue that requires assistance and identify, assemble, and deploy a small group of subject matter experts to address specific technical challenges.

The scope of GO Team assistance includes, but is not limited to, assisting States to (a) develop performance measures for their State Traffic Records Systems, (b) plan the integration of the component traffic records systems, and (c) assist in strategic planning for State traffic records system.

In addition, the Contractor shall assist NHTSA to implement the Crash Data Improvement Program (CDIP) workshops, according to a methodology currently being used by NHTSA (*See Crash Data Improvement Program Guide, Attachment J.3*) to help States improve the quality of their crash data.

Other examples of assistance that the Contractor may be required to provide includes measuring State crash data documentation to national crash data standards and developing and facilitating peer exchange webinars with the traffic records community.

C.5.3 TRAINING

The Contractor shall assist NHTSA by developing and delivering training to improve State personnel's abilities with respect to traffic records systems. For example, one task may require training state personnel on important traffic records topics.

C.5.4 RESEARCH

The Contractor shall provide traffic records research. Research shall include, but not be limited to, the summation of aggregate data from State traffic records assessments and information from the TRIPRS database. Generally, the research will be stated in specific terms. However, the research may be stated in terms of general goals if several different approaches might be pursued.

C.5.5 TRIPRS SUPER-USER SUPPORT

The Contractor shall provide high-level functional user support, system process navigation, and subject matter expertise for the NHTSA's web-based TRIPRS, which houses state traffic safety assessment modules (including Traffic Records, Impaired Driving, Pedestrian/Bicycle Safety, Occupant Protection, and others). Serving a primary user base of State, Territorial, and NHTSA stakeholders across an estimated 15-20 assessments per year, the Contractor shall serve as functional "super-users" to assist participants with system navigation, data entry workflows, and module features. The Contractor shall apply an advanced domain understanding of traffic safety records data (e.g., crash, driver, vehicle, roadway, citation and adjudication, and injury surveillance data) to assist States during the assessment process, running standard system data queries and canned reports, conducting user training sessions for each assessment, and guiding stakeholders through assessment workflows.

(End of Section C)

SECTION D - PACKAGING AND MARKING

D.1 GENERAL INSTRUCTIONS

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.

Except as specifically exempted by the Contracting Officer or Contracting Officer's Representative (COR), all deliverables under this Contract shall be sent in electronic format, as specified in Section F. For those items that must be ready for printing, the following NHTSA guidelines shall be used:

D.2 FORMATTING TEXT AND IMAGE DELIVERABLES (JUN 2009)

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 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, D.3, and D.4 below.)

D.2.2 CHARTS AND GRAPHS

The Contractor shall develop charts or graphs using Microsoft EXCEL 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.1 and D.2 above. In some cases, the Contractor may be required to develop graphics. In these cases, the Contractor shall use only software approved by the U.S. Government Publishing Office (e.g. Adobe Illustrator.)

b. **Photographs** – When photos are used in NHTSA 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, 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 shall be 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

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

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): https://www.acquisition.gov/?q=/browse/far/52

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

[X] 52.246-4 Inspection of Services—Fixed-Price (AUG 1996)

[X] 52.246-5 Inspection of Services – Cost – Reimbursement (APR 1984)

[X] 52.246-6 Inspection – Time-and-Material and Labor-Hour (MAY 2001)

E.2 INSPECTION AND/OR ACCEPTANCE

The Contractor must ensure that any research work undertaken and submitted shall be original and free from any form of plagiarism. The Contractor represents and warrants that the research work, including all written content, analysis, findings, and citations, is the result of original work and does not infringe upon the intellectual property rights of any third party.

NHTSA expects all works produced under this contract to be of the highest quality and adhere to the highest standards of academic integrity. NHTSA will not accept any deliverable that includes plagiarized material and will consider the inclusion of plagiarized material as a failure to comply with the requirements of this contract due to fraud, lack of good faith, or willful misconduct. NHTSA defines plagiarism as the act of presenting the words, ideas, or images of another as your own. See the Publication Manual of the American Psychological Association (APA), 7th edition. To avoid plagiarism, you must document and cite all of your source material. If you take any material from another source, you must either paraphrase and cite the source or make it clear that the material is being directly quoted and properly attributed. You must also cite any sources from which you obtain numbers, ideas, or other material.

The NHTSA Contracting Officer's Representative (COR), as designated in this Contract, shall be responsible for performing the administration; inspecting of all services rendered under this contract; and recommending acceptance or replacement/correction of services or materials that fail to meet the requirements to the NHTSA Contracting Officer (CO). The COR will be responsible to the Contracting Officer for recommending acceptance or replacement/correction of nonconforming supplies or services that fail to meet the

Contract requirements.

The COR (TO) will also be responsible to the Contracting Officer for recommending acceptance or replacement/correction of nonconforming supplies or services that fail to meet the Contract requirements.

Rejection of a final report will delay final payment of costs incurred under a Task Order. The most common causes for rejecting final reports are:

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

(End of Section E)

SECTION F - DELIVERIES OR PERFORMANCE

F.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: https://www.acquisition.gov/far/

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

[X] 52.242-15 Stop Work Order (AUG 1989)
Alternate I (APR 1984)

[X] 52.247-35 F.O.B. Destination, Within Consignee's Premises (APR 1984)

F.2 PERIOD OF PERFORMANCE

F.2.1 Base Period

All work and services required hereunder shall not exceed 66 months (inclusive of one twelve-month Base Period and four (4) twelve-month Option Periods and one (1) six (6) months Option to Extend Services), that may be exercised at the Government's discretion 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 period of performance specified in the task order in accordance with Section I.3.4, FAR 52.216-22, Indefinite Quantity (OCT 1995).

The Contractor is subject to the terms and conditions of the contract until the end of the base period and any option periods exercised by the government and including the completion of any issued task orders.

F.2.2 Option Period

The Government reserves the right to exercise options to extend the term of the Contract, on a twelve (12) month basis for four (4) renewable option periods, subject to the provisions of Section I.3.1, **OPTION TO EXTEND THE TERM OF THE CONTRACT** and up to six (6) months subject to the provision of Section I.3.2, **OPTION TO EXTEND SERVICES.** The total possible period of performance (to include option periods) is sixty (66) months.

F.3 PLACE OF PERFORMANCE

The work performed under this contract shall be accomplished at the Contractor's facility

or other locations as agreed upon by the Contractor and the Government.

F.4 DELIVERABLES/MILESTONES

The Contractor shall furnish the following deliverables under the contract. All written deliverables shall be submitted electronically in Microsoft Word format, via e-mail. Paper copies shall be submitted only upon request of the government.

F.4.1 Deliverables/Milestone Schedule:

Item No.	Deliverables (D) / Milestones (M)	Due Date
1	Kickoff Meeting (M)	2 Weeks from date of execution
2	Task Order Progress Report (M)(D)	To be determined (TBD) when each new Task Order is initiated
3	Additional Items as Specified in the Deliverable / Milestone Schedule of Each Task Order (M)(D)	TBD
4	Briefings/Meetings (M)	TBD

F.4.2 Place of Delivery

Unless otherwise specified, deliverables shall be furnished, electronically, to the following email addresses:

Item No.	Address
2, 3	**TBD** Department of Transportation National Highway Traffic Safety Administration Intelligent Technologies Research Division (NSR-320) Email: **TBD**@dot.gov
2, 3	**TBD** Department of Transportation National Highway Traffic Safety Administration Office of Acquisition Management (NFO-300) Email: **TBD**@dot.gov
3	Contracting Officer's Technical Representative (COR) Task Order (TO) **(Name and Address to be provided in each awarded Task Order)**

F.5 STANDARD REPORTING FORMATS

F.5.1 Section 508 Compliance

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

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

(End of Section F)

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 MATERIALS, SUBCONTRACTS, AND ALL OTHER NON-LABOR COSTS

For T&M Task Orders: For all materials, supplies, subcontracts, and all costs other than the contractor's direct labor costs, the Contractor shall be reimbursed at cost. **Indirect costs may also be applied to these other direct costs as long as they are clearly excluded from the Loaded Fixed 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 costs other than the Contractor's direct labor costs.**

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

For Cost Reimbursement Task Orders: Direct Costs, Indirect Costs, and Profit will be paid in accordance with the Revolutionary FAR Overhaul (RFO) and FAR Part 31.

G.2 TRAVEL COSTS

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

The Contractor shall obtain COR approval before scheduling any travel. Travel and Per Diemauthorized under this contract shall be reimbursed in accordance with the Government Travel Regulations currently in effect. The contractor shall not take more than one investigator on any trip for an on-site case unless specifically authorized by the COR.

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 paymentvoucher 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.3 PURCHASE APPROVAL

The Contractor shall obtain written approval of the COR prior to purchasing items under this contract, including supplies and equipment, that had not been included and approved as part ofthe Contractor's proposal. The Contractor shall submit a copy of all receipts with the monthly invoices for reimbursement.

G.4 SUBCONTRACTS – ADVANCE NOTIFICATION AND CONSENT

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

G.5 INDIRECT COST RATES (Applicable to CPFF and FFP Task Orders)

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

The Fringe rate(s) applicable to this contract is/are as follows:

RATE	TYPE	RATE BASE	EFFECTIVE PERIOD
TBD%	TBD	TBD	TBD

b. Overhead

The overhead rate(s) applicable to this contract is/are as follows:

RATE	TYPE	RATE BASE	EFFECTIVE PERIOD
TBD%	TBD	TBD	TBD

c. General and Administrative (G&A)

The G&A rates applicable to this contract are as follows:

RATE	TYPE	RATE BASE	EFFECTIVE PERIOD
TBD%	TBD	TBD	TBD

NOTE:

a. applied to: Applied to Direct Labor
b. applied to: N/A
c. applied to: N/A

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.6 ESCALATION RATE

Annual escalation of direct labor rates shall not exceed **2.0%** beginning in the second year of this contract for Cost Plus Fixed Fee Task Orders and Time & Materials, unless otherwise authorized by the Contracting Officer.

G.7 REQUIRED INVOICE INFORMATION

G.7.1 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS

(a) Definitions. As used in this clause—

(1) *Contract financing payment* has the meaning given in FAR 32.001.
(2) *Payment request* means a bill, voucher, invoice, or request for contract financing payment or invoice payment with associated supporting documentation. The payment request must comply with the requirements identified in FAR 32.905(b), "Content of Invoices," this clause, and the applicable Payment clause included in this contract.
(3) *Electronic form* means an automated system transmitting information electronically according to the accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests.
(4) *Invoice payment* has the meaning given in FAR 32.001.
(b) *Electronic payment requests*. Except as provided in paragraph (e) of this clause, the contractor shall submit payment requests in electronic form. Purchases paid with a Governmentwide commercial purchase card are considered to be an electronic transaction for purposes of this rule, and therefore no additional electronic invoice submission is required.
(c) *Processing System*. The Department of Transportation utilizes the Delphi system for processing invoices. The DELPHI module for submitting invoices is called *iSupplier*. Access to DELPHI is granted with electronic authentication of credentials (name & valid email address) utilizing the GSA credentialing platform *login.gov*. Vendors submitting invoices are required to submit invoices via *iSupplier* (DELPHI) and authenticated via *www.login.gov*.
(d) *Invoice requirements*. To receive payment and in accordance with the Prompt Payment Act, all invoices submitted as attachments in *iSupplier* (DELPHI) shall contain the following:

1) Invoice number and invoice date.
2) Period of performance covered by invoice.
3) Contract number and title.
4) Task/Delivery Order number and title (if applicable).
5) Amount billed (by CLIN), current and cumulative.
6) Total ($) of billing.
7) Cumulative total billed for all contract work to date
8) Name, title, phone number, and mailing address of person to be contacted in the event of a defective invoice.

9) Travel. If the contract includes allowances for travel, all invoices which include charges pertaining to travel expenses will catalog a breakdown of reimbursable expenses with the appropriate receipts to substantiate the travel expenses.

(TAR Class Deviation 2025-02)

(10)

The following statement "The Contractor certifies that, by submitting this invoice to the Government, the supplies and/or services billed have been shipped, rendered, or delivered in accordance with instructions issued by the ordering officer; that they are reflected in the quantities and/or period of performance stated on the invoice; and that such supplies and/or services conform to the quantity and quality requirements specified in the applicable contract, order, or blanket purchase agreement.

Furthermore, pursuant to Executive Order 14173, Ending Illegal Discrimination And Restoring Merit-Based Opportunity, the Contractor certifies that it is in compliance with the Equal Protection principles of the Constitution and all applicable Federal anti-discrimination laws, and acknowledges that such compliance is material to the Government's payment decision under the False Claims Act (31 U.S.C. § 3729(b)(4)). The Contractor also affirms that it does not operate any diversity, equity, and inclusion (DEI) initiatives that are inconsistent with the Equal Protection principles of the Constitution and the non-discrimination requirements of Federal law, as interpreted by the Supreme Court in Students for Fair Admissions v. Harvard, 600 U.S. 181 (2023)."

(e) *Payment system registration*. All persons accessing the *iSupplier* (DELPHI) will be required to have their own unique user ID and password and be credentialed through *login.gov*.

1) *Electronic authentication*. See www.login.gov for instructions.

2) To create a www.login.gov account, the user will need a valid email address and a working phone number. The user will create a password and be credentialed through *login.gov*.

3) *iSupplier* (DELPHI) registration instructions: New users should navigate to: http://einvoice.esc.gov to establish an account. Users are required to log in to *iSupplier* (DELPHI) every 45 days to keep it active.

4) *Training on DELPHI*. To facilitate use of DELPHI, comprehensive user information is available at http://einvoice.esc.gov.

5) *Account Management*. Vendors are responsible to contact their assigned COR when their firm's points of contact will no longer be submitting invoices, so they can be removed from the system.

(f) *Waivers*. For contractors/vendors who are unable to utilize DOT's DELPHI system, waivers may be considered by DOT on a case-by-case basis. Vendors should contact their Contracting Officer's Representative (COR) for procedures.

(g) *Exceptions and alternate payment procedures*. If, based on one of the circumstances set forth in 1232.7002(a) or (b), and the contracting officer directs that payment requests be made by mail, the contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. If alternate payment procedures are authorized, the Contractor shall include a copy of the Contracting Officer's written authorization with each payment request. If DELPHI is succeeded by later technology, the Contracting Officer will supply the Contractor with the latest applicable electronic invoicing instructions.

(End of clause)

G.8 Payment Due Date

All payments shall be subject to the submission and acceptance of a proper invoice in accordance with Section G.7. Invoices shall be submitted upon delivery and acceptance of the final test report and other final test deliverables (e.g., film, data tape).

a. Payments under this contract will be due as follows:

(1) Contract payments shall be made on the 30th calendar day after receipt of a proper voucher/invoice in the designated billing office. In the event that an audit or other review of a specific voucher/invoice is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(2) The final invoice payment by the designated payment office shall be the later of the following two events:

(a) The 30th day after the designated billing office has received a proper invoice from the Contractor.

(b) The 30th day after Government acceptance of supplies delivered or service performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.

b. The date of the check issued in payment or the date of payment by wire transfer through the Treasury Financial Communications System shall be considered to be the date payment is made.

c. The Final Test Report is rejected for failure to conform to the technical requirements of the contract, or for damage in transit, the payment due date shall be calculated from the date of new submission.

G.8.1 Interest on Overdue Payments

a. The Prompt Payment Act, Public Law 97-177 (96 Stat. 85, 31 USC 1801), requires the payment to contractors of interest on overdue payments and improperly taken discounts, but only when they occur after delivery and acceptance, and if not subject to further contract settlement actions.

b. Determinations of interest due will be made in accordance with the provisions of the Prompt Payment Act and Office of Management and Budget Circular A-125.

NOTE: The final invoice is not subject to interest payment under the Prompt Payment Act. The Contracting Officer will process the final invoice as a routine part of the closeout process. When directed by the CO, the Contractor shall submit the final invoice to the designated billing office with a copy to the CO along with the final closeout documents.

G.9 TASK ORDERS

The Government will issue task orders for services identified in Section C of this Contract. The policies identified in FAR Part 16.506 will be followed when processing task orders. In accordance with FAR 52.216-18 "Ordering," the government reserves the right to issue task orders by US Mail, orally, by facsimile, or by electronic commerce methods (i.e., e-mail).

G.9.1 Ordering Via Task Orders

a. NHTSA will order services by issuance of Task Orders. NHTSA will identify a specific need for the services.

b. The Contractor shall be obligated to perform work under the awarded Task Orders and deliver all services within their scope. Each awarded Task Order shall include a ceiling amount which the Contractor shall not exceed.

c. Task Orders will be ordered as follows:

1. Unless an exception to fair opportunity is used, the NHTSA Contracting Officer will provide Task Order Request for Proposals for fair opportunity to all IDIQ Contractors to submit Task Order proposals.

2. Within a specified timeframe (as required for the individual task order) after receipt of the Task Order Request for Proposal, the Contractor shall submit to the Contracting Officer, a cost and technical proposal for accomplishment of the task. These proposals must be submitted as two (2) separate documents. No cost information shall be provided in the

technical proposal. The Task Order proposal shall be submitted on a cost plus fixed-fee or time-and-materials basis (as designated by the Contracting Officer). Task Order proposals shall be presented in the same format as the Task Order Request for Proposal and shall include:

i. A listing of required labor categories identified in Section B, Price Schedules of this contract;

ii. Projected labor hours for each labor category;

iii. Corresponding loaded fixed labor rates in accordance with Section B of this contract;

iv. Extended labor costs (i.e., loaded hourly labor rate multiplied by their corresponding labor hours.) and;

v. Other Direct Costs considered necessary for the execution of the Task Order. Other Direct Costs may include travel, materials, subcontract, and other miscellaneous expenses relevant to the Task Order.

For any Other Direct Cost in excess of $3,000, the Contractor 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.).
- **Subcontractor:** If not already included in Section B. of this contract, a quote from Subcontractor including unloaded labor rate, indirect cost rates, Subcontractor's 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.

d. The Contractor's proposal will be reviewed. If this is a multiple award contract, then the government will use the evaluation criteria presented in the request for proposal. Following review and negotiation, the government will award a Task Order to that Contractor whose proposals (both cost and technical) represent the best value to the government. The Task Order will include the total ceiling amount 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 awarded Task Order.

e. Upon the Contractor's receipt of the awarded Task Order, performance shall begin on the date specified in the Task Order.

f. Except for the maximum obligations set forth in Section B, there is no limit on the number of orders that may be issued.

G.9.2 Limitations of Funds (Task Orders)

Incrementally funded Task Orders issued under this contract are subject to FAR 52.232-22 "Limitations of Funds" (APR 1984).

G.10 GOVERNMENT PERSONNEL

G.10.1 Contracting Officer's Representative (COR)

(a) The Contracting Officer will designate a technical representative to assist in monitoring the work under the resultant contract. The Contracting Officer's Representative (COR) serves as the technical liaison between the Government and 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.

In the event any technical direction offered by the COR is interpreted by the Contractor to be outside the scope of this contract, or if the direction may result in a change to the cost or price 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.

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.

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

The following individual has been designated as the NHTSA COR:

TBD

G.10.2 Alternate COR

Designation of "Alternate" COR. In the event that the NHTSA COR of record (identified in G.2.1 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.

TBD

G.11 CONTRACTOR PERSONNEL

G.11.1 Project Manager

(a) The Contractor shall appoint a Project Manager who shall be the Contractor's authorized supervisor for technical and administrative work performed under the resultant contract. The Project Manager shall act as the single point of contact between the Contractor and the NHTSA COR or other designated NHTSA personnel.
(b) The Project 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.
(c) If the Contractor makes a change to key personnel before written consent is provided by the COR and Contracting Officer, payment of invoices may be suspended until written consent is provided. If the COR and Contracting Officer determine that the proposed change to key personnel may result in unacceptable risk to the successful completion of the Task Order and/or revised assessment of evaluation factors below another Offeror that submitted a competitive bid, a termination of the Task Order may be issued.

The Key Personnel for this contract are:

TBD

G.11.2 1252.237-73 KEY PERSONNEL (APR 2005)

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.

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.

Name	Title

G.12 SUBCONTRACTS – ADVANCED NOTIFICATION AND CONSENT

Under this Task Order, the requirements of FAR 44.2, Consent to Subcontract, have been fulfilled for the following:

TBD

G.13 AGENCY TASK ORDER OMBUDSMAN

In accordance with FAR Clause 52.216-32, the Agency Task Order Ombudsman is:

TBD

(End of Section G)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 SPECIAL DATA 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 or any Task Order 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 or any Task Order, 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 or any Task Order shall vest in the Government. The Contractor shall not publish any of the results of the work provided for in the Contract or any Task Order 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 (TO) 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 remains 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 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:

(a) A copy of the data base.

(b) 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.

(c) Each record and its format shall be defined completely, including all control symbols and fields.

(d) Blocking shall be specified unambiguously.

(e) Labels, sentinels, headers, tape marks and similar structures shall be specified.

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

(g) A codebook that includes (b) through (f) as well as variable and value labels.

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 GOVERNMENT FURNISHED PROPERTY (GFP) /CONTRACTOR ACQUIRED PROPERTY (CAP)

a. Government Furnished Property (GFP) means property owned or acquired by the Government and subsequently provided to a Contractor for use in the performance of a Contract.

b. Government Furnished Property shall be maintained, utilized, controlled, distributed, and disposed in accordance with Federal Acquisition Regulation (FAR) Part 45 and the Government Property clause of this Contract.

c. In accordance with FAR 52.245-1, Government property, evidence of receipt of GFP shall be provided to the Government immediately upon receipt. The document(s) evidencing receipt shall be sent to the following address:

Department of Transportation

National Highway Traffic Safety Administration
The Office of Administrative and Management Services (NAD-100)
1200 New Jersey Avenue, SE. W53-427
Washington, D.C. 20590
Email: NHTSAPropertyOffice@dot.gov

d. The Contractor shall perform an annual property physical inventory to include GFP and shall report this GFP to the Government.

H.3 INFORMATION TECHNOLOGY (JUN 2009)

H.3.1 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.3.2 IPV6 Compliance

Any IT solution, including but not limited to hardware, software, firmware, and telecommunications, proposed to meet the requirements must support Ipv6, consistent with OMB Memorandum M-21-07, "Completing Transition Planning for Internet Protocol Version 6 (Ipv6)" dated November 19, 2020.

H.3.3 FDCC Compliance

Any IT provided under this Agreement shall be configured in accordance with NIST-validated security configuration checklists as managed under the NIST National Checklist Program. See NIST SP 800-70, "National Checklist Program for IT Products: Guidelines for Checklist Users and Developers". Where a NIST-validated checklist is unavailable, the Contractor shall apply the Defense Information Systems Agency (DISA) Security Technical Implementation Guides (STIGs) or an equivalent industry-standard hardening guide approved by the Contracting Officer.

H.3.4 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.4 ETHICS AND STANDARDS OF CONDUCT (JUN 2009)

H.4.1 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.4.2 <u>Contractor Identification</u>

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.5 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.6 QUALITY ASSURANCE STATEMENT

The National Highway Traffic Safety Administration provides high-quality information to serve Government, industry, and the public in a manner that promotes public understanding. Standards and policies are used to ensure and maximize the quality, objectivity, utility, and integrity of its information. NHTSA periodically reviews quality issues and adjusts its programs and processes to ensure continuous quality improvement.

H.7 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; and

(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 - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

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

The contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): https://www.acquisition.gov/browse/index/far

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

FAR Clause Number	FAR Clause Title (Thru FAC 2026-01/03-13-2026)
52.202-1	Definitions (JUN 2020)
52.203-3	Gratuites (APR 1984)
52.203-5	Covenant Against Contingent Fees (MAY 2014)
52.203-6	Restrictions on Subcontractor Sales to the Government (JUN 2020)
52.203-7	Anti-Kickback Procedures (JUN 2020)
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 (JUN 2020)
52.203-13	Contractor Code of Business Ethics and Conduct (NOV 2021)
52.203-17	Contractor Employee Whistleblower Rights (NOV 2023)
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017)
52.204-10	Report Executive Compensation and First-Tier Subcontract Awards (JUN 2020)
52.204-13	System for Award Management Maintenance (OCT 2018)
52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts (SEP 2025)
52.204-19	Incorporation by Reference of Representations and Certifications (DEC 2014)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JAN 2025)
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018)
52.209-10	Probation on Contacting with Inverted Domestic Corporations (NOV 2015)
52.215-2	Audit and Records—Negotiation (JUN 2020)
52.215-8	Order of Precedence—Uniform Contract Format (OCT 1997)
52.215-14	Integrity of Unit Prices (NOV 2021)
52.215-23	Limitations on Pass-Through Charges (JUN 2020)

FAR Clause Number	FAR Clause Title (Thru FAC 2026-01/03-13-2026)
52.216-7	Allowable Cost and Payment (OCT 2025)
52.216-8	Fixed Fee (JUN 2011) (Applies to CPFF Task Orders Only)
52.219-9	Small Business Subcontracting Plan (JAN 2025)
52.219-14	Limitations on Subcontracting (OCT 2022)
52.219-28	Post-Award Small Business Program Representation (JAN 2025)
52.222-3	Convict Labor (JUN 2003)
52.222-35	Equal Opportunity for Veterans, (JUN 2020)
52.222-36	Equal Opportunity for Workers with Disabilities (JUN 2020)
52.222-37	Employment Reports Veterans (JUN 2020)
52.222-40	Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)
52.222-50	Combating Trafficking in Persons (JAN 2025)
52.222-54	Employment Eligibility Verification (JAN 2025)
52.225-5	Trade Agreements (NOV 2023)
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving (MAY 2024)
52.227-1	Authorization and Consent (JUN 2020)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (JUN 2020)
52.227-17	Rights in Data—Special Works (DEC 2007)
52.229-3	Federal, State, and Local Taxes (FEB 2013)
52.232-1	Payments (APR 1984)
52.232-7	Payments under Time-and-Materials and Labor-Hour Contracts (NOV 2025)
52.232-8	Discounts for Prompt Payment (FEB 2002)
52.232-9	Limitation on Withholding Payments (APR 1984)
52.232-11	Extras (APR 1984)
52.232-17	Interest (MAY 2014)
52.232-20	Limitation of Cost (APR 1984) (Applies to fully funding T&M and CPFF Task Orders)
52.232-23	Assignment of Claims (MAY 2014)
52.232-25	Prompt Payment (JAN 2017)
52.232-33	Payment by Electronic Funds Transfer – System for Award Management (OCT 2018)
52.232-39	Unenforceability of Unauthorized Obligations (JUN 2013)
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (MAR 2023)
52.233-1	Disputes (MAY 2014) X Alternate I (DEC 1991)

FAR Clause Number	FAR Clause Title (Thru FAC 2026-01/03-13-2026)
52.233-3	Protest After Award (AUG 1996) X Alternate I (JUN 1985)
52.233-4	Applicable Law for Breach of Contract Claim (OCT 2004)
52.237-3	Continuity of Services (JAN 1991)
52.242-3	Penalties for Unallowable Costs (DEC 2022)
52.242-5	Payments to Small Business Subcontractors (JAN 2017)
52.242-13	Bankruptcy (JUL 1995)
52.243-1	Changes—Fixed-Price (JUL 2025)
52.243-2	Changes—Cost-Reimbursement (JUL 2025)
52.243-3	Changes—Time-and-Material or Labor Hour (JUL 2025)
52.244-2	Subcontracts (JUN 2020)
52.244-5	Competition in Subcontracting (AUG 2024)
52.244-6	Subcontracts for Commercial Products and Commercial Services (OCT 2025)
52.245-1	Government Property (SEP 2021)
52.245-9	Use and Charges (APR 2012)
52.246-23	Limitation of Liability (FEB 1997)
52.246-25	Limitation of Liability—Services (FEB 1997)
52.248-1	Value Engineering (JUN 2020)
52.249-2	Termination for Convenience of the Government (Fixed Price) (SEP 2025)
52-249-6	Termination (Cost-Reimbursement) (SEP 2025) Alt IV (SEP 2025)
52.249-8	Default (Fixed-Price Supply and Service) (APR 1984)
52.249-14	Excusable delays (APR 1984)

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

The 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 TAC 06-01)
X	1252.209-70	Organizational and Consultant Conflicts of Interest (NOV 2022)
X	1252.222-72	Contractor Cooperation in Equal Employment Opportunity and Anti-Harassment Investigations (NOV 2022)
X	1252.223-72	Protection of Human Subjects (NOV 2022)
X	1252.223-73	Seat Belt Use Policies and Programs (NOV 2022)
X	1252.235-70	Research Misconduct (NOV 2022)
X	1252.237-70	Qualifications of Contractor Personnel (OV 2022)

X	1252.239-70	Security Requirements for Unclassified Information Technology Resources (NOV 2022)
X	1252.239-72	Compliance with Safeguarding DOT Sensitive Data Controls (NOV 2022)
X	1252.239-73	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information (NOV 2022)
X	1252.239-75	DOT Protection of Information About Individuals, PII, and Privacy Risk Management Requirements (NOV 2022)
X	1252.239-91	Records Management (NOV 2022)
X	1252.239-92	Information and Communication Technology Accessibility Notice (NOV 2022)
X	1252.239-93	Information and Communication Technology Accessibility (NOV 2022)
X	1252.242-71	Contractor Testimony (NOV 2022)
X	1252.242-72	Dissemination of Contract Information (NOV 2022)
X	1252.242-74	Contract Audit Support (NOV 2022)

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 52.217-9 Option to Extend the Term Of The Contract (MAR 2000)

a. No later than 60 days prior to the expiration date of the contract, the Government will issue the Contractor its notice of intent to exercise an option period. The preliminary notice does not commit the Government to an extension.

At any time prior to the expiration date of the contract, the Government may exercise an option period, unilaterally, provided that Government gave proper notice.

b. If the Government exercises this option, the extended contract shall be considered to include this option provision.

c. The total duration of this contract, including the exercise of any options under this clause, shall not exceed sixty (60) months.

If the Government exercises the Option Period to extend the term of the Contract, Section F, Period of Performance, will be modified accordingly to reflect the new contract expiration date, and the estimated ceiling amount of the Contract will be modified to reflect the increase resulting from the exercised Option Period.

I.3.2 52.217-8 Option to Extend Services (NOV 1999)

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

I.3.4 52.216-18 Ordering (AUG 2020)

(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 no later than 60 months after ***contract award*** .

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when—

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either—

5. (i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or
6. (ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

1.3.5 52.216-19 Order Limitations

(a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than ***$TBD***, 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 ***$TBD***,

(2) Any order for a combination of items in excess of **$TBD**, or

(3)A series of orders from the same ordering office within ***10*** days that together call for quantities exceeding the limitation in paragraph (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 ***10*** 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.

(End of clause)

I.3.6 52.216-22 Indefinite Quantity (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract beyond **twenty-four (24) months** after the completion date of this contract.

(End of Section I)

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

J.1 THE FOLLOWING GOVERNMENT TEST PROCEDURES ARE INCORPORATED AS PART OF THIS CONTRACT:

1) 2020 Procedures Manual for TRA
2) Traffic Records Program NHTSA Go Teams Training and Technical Assistance Brochure
3) Traffic Records Program Assessment Advisory 2018
4) Crash Data Improvement Program Guide
5) Proposed Task Order 001 Go Teams
6) Proposed Task Order 002 Assessments

J.2 SOLICITATION TEMPLATES AND FORMS

J.1	Cost Proposal Template
J.2	Travel Cost Breakdown
J.3	Other Direct Cost Breakdown
J.4	Past Performance Questionnaire
J.5	Subcontracting Checklist
J.6	Disclosing Lobbying
J.7	Small Business Subcontracting Plan

(End of Section J)

PART IV – REPRESENTATION AND INSTRUCTIONS

SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

K.1 REPRESENTATIONS AND CERTIFICATIONS (THE OFFEROR'S 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 ANNUAL REPRESENTATIONS AND CERTIFICATIONS

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is **541910**.
(2) The small business size standard is **$22.5** 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, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision

instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (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) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.

(iv) .

(v) 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.

(vi) 52.204-26, Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.

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

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

(ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(x) 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.

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

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). 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.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 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.

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

(xv) 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.

(xvi) 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.

(xvii) 52.223-1, Bio-based 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 Bio-based Products Under Service and Construction Contracts.

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

(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the clause at 52.204-7.)

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

(xxi) 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 $83,099, the provision with its Alternate II applies.
(D) If the acquisition value is $83,099 or more but is less than $100,000, the provision with its Alternate III applies.

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

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

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

(xxv) 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) (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 in SAM website accessed through https://www.sam.gov. After reviewing the SAM 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	Change

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

(End of Provision)

K.3 FAR 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

(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 proceedings 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, which can be accessed via https://www.sam.gov (see 52.204-7).

(End of provision)

K.4 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:

K.5 FAR 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2020)

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 the lower CAS threshold specified in Federal Acquisition Regulation (FAR) 30.201-4(b) 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 99must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

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

(c) Check the appropriate box below:

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

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

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official.)

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

_____

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

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

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

_____

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

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

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

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

II. COST ACCOUNTING STANDARDS-ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

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

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

offeror received less than $50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

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

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (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 paragraph (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.6 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--

7) 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
8) 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.

(End of provision)

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 their 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/far.

L.2. SOLICITATION PROVISIONS IN FULL TEXT

52.215-22 LIMITATIONS ON PASS-THROUGH CHARGES-IDENTIFICATION OF SUBCONTRACT EFFORT (OCT 2025)

(a) *Definitions*. Added value, excessive pass-through charge, subcontract, and subcontractor, as used in this provision, are defined in the clause of this solicitation entitled "Limitations on Pass-Through Charges" (FAR 52.215-23).
(b) *General*. The offeror's proposal shall exclude excessive pass-through charges.
(c) Performance of work by the Contractor or a subcontractor.

(1) The offeror shall identify in its proposal the total cost of the work to be performed by the offeror, and the total cost of the work to be performed by each subcontractor, under the contract, task order, or delivery order.
(2) If the offeror intends to subcontract more than 70 percent of the total cost of work to be performed under the contract, task order, or delivery order, the offeror shall identify in its proposal-
(i) The amount of the offeror's indirect costs and profit/fee applicable to the work to be performed by the subcontractor(s); and
(ii) A description of the added value provided by the offeror as related to the work to be performed by the subcontractor(s).

(3) If any subcontractor proposed under the contract, task order, or delivery order intends to subcontract to a lower-tier subcontractor more than 70 percent of the total cost of work to be performed under its subcontract, the offeror shall identify in its proposal-
(i) The amount of the subcontractor's indirect costs and profit/fee applicable to the work to be performed by the lower-tier subcontractor(s); and
(ii) A description of the added value provided by the subcontractor as related to the work to be performed by the lower-tier subcontractor(s).

(End of provision)

52.237-10 IDENTIFICATION OF UNCOMPENSATED OVERTIME (MAR 2015)

(a) *Definitions*. As used in this provision-

Adjusted hourly rate (including uncompensated overtime) is the rate that results from multiplying the hourly rate for a 40-hour work week by 40, and then dividing by the proposed hours per week which includes uncompensated overtime hours over and above the standard 40-hour work week. For example, 45 hours proposed on a 40-hour work week basis at $20 per hour would be converted to an uncompensated overtime rate of $17.78 per hour ($20.00 x 40 divided by 45 = $17.78).
Uncompensated overtime means the hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act. Compensated personal absences such as holidays, vacations, and sick leave shall be included in the normal work week for purposes of computing uncompensated overtime hours.
(b)

(1) Whenever there is uncompensated overtime, the adjusted hourly rate (including uncompensated overtime), rather than the hourly rate, shall be applied to all proposed hours, whether regular or overtime hours.

(2) All proposed labor hours subject to the adjusted hourly rate (including uncompensated overtime) shall be identified as either regular or overtime hours, by labor categories, and described at the same level of detail. This is applicable to all proposals whether the labor hours are at the prime or subcontract level. This includes uncompensated overtime hours that are in indirect cost pools for personnel whose regular hours are normally charged direct.

(c) The offeror's accounting practices used to estimate uncompensated overtime must be consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours.

(b) Proposals that include unrealistically low labor rates, or that do not otherwise demonstrate cost realism, will be considered in a risk assessment and will be evaluated for award in accordance with that assessment.

(e) The offeror shall include a copy of its policy addressing uncompensated overtime with its proposal.

(End of provision)

L.3 NOTICES TO OFFERORS

Questions:
Questions concerning this Solicitation shall be submitted, via e-mail, referencing the RFP # 693JJ926R000030 to Lauren.Weitzel.ctr@dot.gov and NHTSAOAM@dot.gov no later than **2:00 PM EST on 08/07/2026.** No telephone requests. Official quotes submitted in response to this solicitation must be submitted in writing to the attention of Lauren Weitzel, Contract Specialist.

Offerors shall submit questions via email and include the question(s) as an attachment in Google Docs or Microsoft Word format. The email submission shall include at a minimum, the vendor name, address, point of contact, phone number and identification of the paragraph or subparagraph within this RFP from where the question originated.

For example:
SOW Section C.3, "entitled…"
Question: (State the Question)

Questions and responses will be posted on www.sam.gov under the 693JJ926R000030, entitled, "Questions and Reponses."

Amendment or Cancellation of the Solicitation: NHTSA reserves the right to amend or cancel this solicitation. Offerors shall acknowledge receipt of each amendment, if any, to the Solicitation. Accordingly, Offerors should observe Block 14 of the Standard Form 33, Offer of Award, for guidance on this requirement.

When/Where/How to Submit: Offerors shall submit the technical and business proposals via email to Lauren.Weitzel.ctr@dot.gov and nhtsaOAM@dot.gov. Attention of TBD contract specialist and reference the NHTSA RFP No. **693JJ926R000030** on the proposal and each attachment.

All proposals are due to Lauren Weitzel by no later than 2:00 PM EST on 08/31/2026.

Communication of Award: NHTSA will notify the offeror selected for award. 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.

L.3.1 FAR 52.233-2 SERVICE OF PROTEST (SEP 2025)

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:

Sherese Gray
Director, Office of Acquisition Management
Department of Transportation/NHTSA/NFO-300
Office of Acquisition Management
1200 New Jersey Avenue, SE
Washington, DC 20590
Email: Sherese.Gray@dot.gov

Acknowledgement of receipt is confirmed by obtaining a written and dated document from Sherese Gray, 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.3.2 GENERAL INFORMATION FOR OFFERORS

Small Business Set-Aside

- This requirement **()** is **(X) not** a **100 percent small business set-aside.**
  - Anticipated to award to one (1) small business
- For the purpose of this solicitation, the North American Industry Classification System (NAICS) is **541910.**

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.

L.3.3 REQUIRD PROPOSAL SUBMISSIONS

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. **Standard Form 33**: One (1) completed copy unbound; with original signature;

b. **Section K** - Representation, Certifications and Other Statements of Offerors - must be completed and submitted as a part of the Offeror's proposal;

c. **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 Management Proposal; and

d. **Conflict of Interest** – One (1) disclosure of conflict of interest statement submitted in accordance with Section L.5.

L.4 PROPOSAL FORMAT

The proposal(s) for each of the following: Base IDIQ, Proposed Task Order 1 & Proposed Task Order 2; shall consist of **two volumes each**, with each proposal response divided into parts. For each volume, the pages shall be consecutively numbered and all tables, exhibits, etc. shall be clearly identified and explained. Volume one is the technical proposal and volume two is the cost/business proposal, as detailed below and should be provided in the same format as described below for all three (3) proposals being solicited including the following:

- Base IDIQ- Technical Support Services for NHTSA Traffic Records Program,
- Proposed Task Order 1- Go Teams, and
- Proposed Task Order 2- Assessments.

L.4.1 VOLUME I TECHNICAL PROPOSAL INSTRUCTIONS

A written technical proposal is required for this RFP. Technical proposals are limited to **twenty-five (25) page** maximum, excluding table of contents and resumes. Offers shall submit proposals in PDF, Microsoft Word, EXCEL, or a combination of these formats, using a Times New Roman font no smaller than twelve (12).

The Technical Proposal shall be separated from the Business Management Proposal. **No cost or pricing information** shall be included or referenced in the Technical Quote. Offerors shall identify the authors of their quote and specify those sections for which the writers had major responsibility. Technical Proposal shall consist of the following five (5) parts:

Part I: Table of Contents;
Part II: Introduction;

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

Part III: Knowledge, Skill, and Staff Qualification;
Part IV: Technical Plan; and
Part V: Corporate Experience and Past Performance.

Cost information **shall not** be provided in the forwarding letter or in any part of the technical proposal.

L.4.1.1 Knowledge, Skill, and Staff Qualification (See M.4.1)

Offerors shall provide a staffing plan that demonstrates the experience and expertise of proposed personnel for this contract, their skill levels and number of hours proposed; and the quantity and quality of proposed personnel as well as the availability of staff (e.g., is the proposed individual an existing, bona fide employee of the Offeror or employment of the proposed individual be contingent upon award of the contract). The staffing plan shall include key subcontractor employees assigned to the project and the approximate percentage of time each individual will be available for this project.

Offerors shall provide the names of all proposed staff members. Biographical summaries with dates for past positions shall be included. Summaries shall list formal education and applicable past work experience. This shall include the experience and qualifications of proposed technical staff in the following areas:

(1) Assessing state traffic records systems,
(2) Providing technical assistance and outreach to state traffic records programs,
(3) Facilitating training for managers and staff of State traffic records systems,
(4) Responding to traffic record research requests, and
(5) Providing user support for NHTSA's Traffic Records Improvement Program Reporting System (TRIPRS) platform that States use to participate in traffic records assessments, the crash data improvement program and safety program assessments.

Each resume should be limited to no more than 3 pages. Resumes shall be current and updated within the past year.

L.4.1.2 Technical Plan (M.4.2)

Offerors shall provide information indicating a plan for overall management of the project. This shall include: a strategy to ensure that work and deliverables are satisfactory, within budget, and on schedule; the risk management approach including the identification of potential issues that may arise during the conduct of the project and strategies for handling risks and opportunities; a detailed description on how Offerors plan to manage the contract and calls, meet task requirements and schedules, and communicate with NHTSA; and the Offeror's approach to accomplishing the Government's objectives.

The proposed technical plan shall demonstrate the Offeror's thorough understanding of the objectives of the solicitation, the merit of the Offeror's technical approach, and the potential for the Offeror to conduct traffic records and other safety program assessments and technical assistance to the States.

L.4.1.3 Corporate Experience and Past Performance (M.4.3)

Offerors shall describe their experience in performing efforts similar to those identified in this solicitation, including whether it has demonstrated a history of meeting schedule and deliverable deadlines. 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. Offerors shall address their experience in conducting research (e.g., researching statutes, conducting literature reviews, data collection and analysis), knowledge of crash data collection and crash data analyses, familiarity with law enforcement, and similar technical projects from the aspects of technical depth, management, and in scope/size.

Offerors shall identify relevant project experience, and the Offeror shall provide a description of previous projects conducted by the Offeror within the past three (3) years, including:

- A description of the objectives.
- A brief description of required and completed tasks.
- The project's key deliverables along with their originally scheduled completion dates, and actual completion dates.
- Sponsoring organization.
- Contracting Officer and Project Manager's name and contact information.

If the Offeror's work history encompasses fewer than two (2) such projects, then the Offeror shall include in its past performance references, projects performed by any of the Offeror's organizational components, lower tier entities, and/or individuals whom the Offeror is proposing to use as professional staff for this particular Contract. If the Offeror has previous contracts with NHTSA, the Offeror shall include the Offeror's most recently completed projects with NHTSA.

Offerors also shall provide information regarding any contracts that were terminated for default or convenience of the Government within the past three (3) years. The Offeror shall provide explanations of the circumstances in each case.

The Offeror shall submit requests for at least three (3) Past Performance Questionnaires to be completed by customers of the Offeror (See Section J, Attachment J.4).

1. The completed questionnaires must be submitted directly to the government by recent (within the last three (3) years) customers (commercial or Government) involving similar or related services.

2. The completed questionnaires shall be from independent sources.

3. Questionnaires shall be submitted via email from references to Lauren Weitzel at Lauren.Weitzel.ctr@dot.gov and NHTSA's proposal receipt e-mail inbox at nhtsaoam@dot.gov.

4. The Government may contact the customer point of contact (POC) for verification. POC telephone number and email must be accurate and current.

5. The government will consider such performance information along with other factors in determining whether the Offeror is considered responsible, as defined in FAR Part

9. The Offeror is responsible for ensuring the questionnaires are completed and submitted to NHTSA before the closing date for receipt of proposals.

L.4.2 VOLUME II COST /BUSINESS PROPOSAL

Offerors shall submit the cost/price information and business management proposal in PDF, Microsoft Word, Google Docs, Microsoft Excel, Google Sheets, a combination of these formats, or other similar commercially available software. For cost proposals, the Offeror should provide a summary of the amount of time that each of the key personnel has currently dedicated to other projects, and how the proposed project will fit in with current commitments. The 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); and

Part III: Small Business Subcontracting Plan (required only for vendors not an SBA small business).

The cost/business proposal shall include the Standard Form, OFFER - SF-33, with blocks 12 through 18 of Standard Form 33 (Standard Form 33 is Page 1 of this RFP) completed as appropriate and signed by the authorized representative of the Offeror.

L. 4.2.1 Part I - Cost/Price Information

Offerors shall provide cost/price information as follows:

- Completing the price schedules in Section B.4.1 through B.4.1.6 including,
- IDIQ Contract - FFP Hourly Rates;
- IDIQ Contract – T&M Hourly Rates
- IDIQ Contract - CPFF Hourly Rates;
- IDIQ Contract - Overtime Fixed Loaded Labor Rates;
- IDIQ Contract - Subcontractor Labor (If Applicable);
- IDIQ Contract - Contractor's Indirect Rate applied to ODCs;
- IDIQ Contract - Contractor's Indirect Rate applied to Travel;
- IDIQ Contract – Complete Section G.2 of this RFP
- Technical Assistance GO Teams (Task Order 1) - Provide a price/cost proposal for Attachment J.1.5
- Traffic Records Assessments and Support (Task Order 2) - Provide a price/cost proposal for Attachment J.1.6

The information shall contain the Offeror's best terms from a cost standpoint with applicable discounts. The cost proposal shall be prepared in accordance with the Offeror's accounting system and practices and submitted in the format of the Cost Proposal Template(s) provided.

Offerors must complete the price schedules in Section B

Please provide J.1 Cost Quote Template, J.2 Travel Cost Breakdown Spreadsheet and J.3 Other Direct Cost Breakdown Spreadsheet in an excel format.

Travel expenses will be reimbursed as incurred based upon Federal Joint Travel Regulations.

The Offeror shall break out cost in sufficient detail to analyze the elements of cost. Level of effort and costs must be broken down by specific task. NHTSA will assess cost reasonableness and cost realism. The Offeror may propose additional labor categories, if necessary, to meet the objectives of the project. If a new category is proposed, the Offeror shall provide a justification and rationale for adding a new category. The quote must also contain a description of the duties and skills required for the new category, as well as a billing rate.

NOTE: For Task Order 1 and 2, Offerors shall submit cost/price quotes in response to the task orders in Attachment J.1.5, and J.1.6. When submitting quotes in response to the task orders, adhere to the submission instructions for each task order.

L.4.2.2 Part II - Other Financial and Organization 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.
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.
h. A completed Standard Form LLL, Disclosure of Lobbying Activities, must be completed and submitted. (*See Attachment J.6* for the form).

L.4.2.3 Part III - Small Business Subcontracting Plan
(For vendors that are not SBA small businesses)

In accordance with FAR 52.219-9, the Offeror shall submit (*see Attachment J.7*) as part of its proposal submission. All subcontracting plans and statements supporting the absence of subcontracting opportunities must be acceptable to the Contracting Officer. Failure to submit and negotiate an acceptable subcontracting plan or a statement supporting the absence of subcontracting opportunities shall render the Offeror ineligible for award of a contract.

L.5 DISCLOSURE OF CONFLICTS OF INTEREST

a. It is the National Highway Traffic Safety Administration's (NHTSA) policy not to award Contracts or Task Orders 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 quote 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 quote. 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 Task Order 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 Task Order 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 quote 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 Task Order 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 Task Order may be terminated. If after award the Offeror discovers a conflict of interest with respect to the Task Order; an immediate and full disclosure shall be made in writing to the Contracting Officer in accordance with Section H of this solicitation and resultant Task Order. 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 Task Order.

L. 6 NOTICE OF MULTIPLE AWARD IDIQ WITH SMALL BUSINESS RESERVE

The Government intends to award up to five contracts from this solicitation and to reserve at least one (1) contract award for a small business in accordance with FAR 19.503.
If a quality offer is received from a small business, and the initial best value determination does not result in an award for a small business, the Government may select one lower-rated and/or higher-priced small business proposals for award instead of a higher-rated and/or lower-priced non-small business proposal.

(End of Section L)

SECTION M
EVALUATION FACTORS FOR AWARD

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

Reserved.

M.2 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.4 TECHNICAL EVALUATION FACTORS.

PHASE TWO - The Offeror's cost/price proposal as reflected in Section M.5 BUSINESS PROPOSAL will be considered. The review of the Offeror's cost/price proposal will be made independently of the technical review. NHTSA will **not** evaluate the cost/price proposals of **technically unacceptable** proposals.

B. Negotiations may be conducted with those Offerors whose responsive and technically acceptable technical proposal, combined with their cost/price proposal, place them in the competitive range. Negotiations will be conducted to the extent deemed necessary by the Government. **HOWEVER, OFFERORS ARE CAUTIONED TO SUBMIT PROPOSALS ON THE MOST FAVORABLE BASIS SINCE THE GOVERNMENT RESERVES THE RIGHT TO MAKE AN AWARD WITHOUT FURTHER NEGOTIATION OR DISCUSSION, IN ACCORDANCE WITH FAR 52.215-1.**

C. The Evaluation Factors set forth in Section M.4 will be used in evaluating Technical Quotes. Guidance on the contents of the quote is provided in Section L – Instructions, Conditions, and Notices to Offerors. Technical considerations are primary. Costs will not be provided any specific numerical rating. If there are no significant Technical Proposal differences, costs may be a determining factor for source selections. An Offeror whose price is high(er) may be accepted if technical considerations make the offer most advantageous to the Government.

D. Any task order (s) resulting from this solicitation will be awarded to the responsible Offeror, whose quote conforms to the task order request for a quote, that is most advantageous to the Government, cost/price and other factors considered.

M.3 BASIS OF AWARD

NHTSA will make an award 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. The Government is more concerned with obtaining superior technical skills than with making an award at the lowest overall cost to the Government. However, the Government will not make an award at a significantly higher overall cost to achieve slightly superior technical skills. The award shall be made based on the decision of which proposal is the best value for the Government.

In making its selection decision, the Government will consider the following criteria listed in descending order of importance. When combined, the technical evaluation factors are more important than cost:

1) Knowledge, Skill, and Staff Qualification
2) Technical Plan
3) Corporate Experience and Past Performance

Note(s): ***The Offeror should not assume that the Contracting Officer will independently obtain information necessary to evaluate its proposal and should therefore supply all information required to evaluate its proposal. Failure to provide the information required in order to evaluate a proposal could result in rejection of the proposal as being "technically unacceptable."***

M.4 TECHNICAL EVALUATION FACTORS

The method of evaluation for each of these factors is described below. The factors are listed in descending order of importance. All evaluation factors listed below, when combined, are more important than cost.

M.4.1 Knowledge, Skill, and Staff Qualification - (See L.4.1.1)

The offeror will be evaluated on the specific technical capabilities, subject-matter expertise, and practical skillsets of the proposed professional and technical personnel, including all proposed subcontractor personnel. Rather than general corporate tenure, proposed staff will be assessed on their direct qualifications and verified proficiency in analyzing and optimizing state traffic records systems, utilizing the Traffic Records Improvement Program Reporting System (TRIPRS), delivering specialized technical assistance, and engineering targeted community outreach for state programs. Furthermore, the team must possess the instructional skills required to design and lead training initiatives for state traffic records managers, alongside the sharp analytical capabilities necessary to rapidly resolve complex traffic record research requests. The evaluation will verify that these highly skilled key specialists are immediately available for contract performance and backed by a resilient, permanent internal talent pool capable of sustaining high-level technical execution.

M.4.2 Technical Plan (See L.4.1.2)

The offeror's plan will be evaluated on the following: the extent the proposal clearly and directly addresses all of the objectives outlined in the request for proposal; the extent to which the goals are clearly articulated, and the objectives are time-phased, specific, action-oriented, and achievable; the degree to which the offeror is capable of achieving the milestones and deliverables outlined in the request for application, including a proposed timeline; plan to track and control costs and to provide an overall cost-effective service; the degree to which the applicant describes their technical capability in managing projects; and attracting and maintaining a quality workforce in support of the contract's requirements.

M4.3 Corporate Experience and Past Performance – (See L.4.1.3)

The offeror will be evaluated on its ability to demonstrate one or more years of experience conducting the work or similar work required in this solicitation. In addition, the amount of experience conducting similar data collection, analysis, and research will be considered. The offeror also will be evaluated on its performance under similar efforts, including whether it has a history of meeting schedule and deliverable deadlines. Specifically, schedules under other contracts were met as indicated by the actual and required start and completion dates; and if problems were noted, the offeror indicates an ability to find solutions and improve overall contract performance. The degree to which the offeror satisfied customer requirements will be evaluated.

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 b be given a "poor" rating for the evaluation factor.

M.5 COST/PRICE and BUSINESS MANAGEMENT PROPOSAL

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

The proposed costs will be evaluated but not scored. The Government's cost evaluation will be based on cost analysis, cost reasonableness, and comparison with the independent government estimate. An evaluation of the Offeror's cost 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) will be deemed reflective of an inherent lack of technical competency or indicative of failure to comprehend the complexity of the proposal requirements and may be eliminated from further consideration.

Cost risk refers to any aspect of an Offeror's proposal that could have significant negative cost consequences for the Government. The Offeror's 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.6 FAR 52.216-27 SINGLE OR MULTIPLE AWARDS (OCT1995)

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

(End of Section M)