SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE OF PAGES
		1 / 81

2. CONTRACT NUMBER	3. SOLICITATION NUMBER	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER
	693JJ926R000007	☐ SEALED BID (IFB) ☒ NEGOTIATED (RFP)	07/14/2026	693JJ926RQ000101

7. ISSUED BY CODE 693JJ9

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

8. ADDRESS OFFER TO (If other than Item 7)

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in _____ until 1400 ED *(Hour)* local time 08/14/2026 *(Date)*

CAUTION: LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS
		AREA CODE	NUMBER	EXT.	
	THOMAS VANDELL				thomas.vandell@dot.gov

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OFFER *(Must be fully completed by offeror)*

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 90 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT *(See Section I, Clause No. 52.232.8)*	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)

14. ACKNOWLEDGEMENT OF AMENDMENTS *(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):*	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR — CODE _____ FACILITY _____

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*

15B. TELEPHONE NUMBER			15C. CHECK IF REMITTANCE ADDRESS	17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER	EXT.	☐ IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		

AWARD *(To be completed by government)*

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:
☐ 10 U.S.C. 2304 (c) ( ) ☐ 41 U.S.C. 3304 (a) ( )

23. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)* — ITEM

24. ADMINISTERED BY *(If other than Item 7)* CODE _____

25. PAYMENT WILL BE MADE BY CODE _____

26. NAME OF CONTRACTING OFFICER *(Type or print)*

Gregory Benjamin II

27. UNITED STATES OF AMERICA

(Signature of Contracting Officer)

28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	TITLE: Developing a Smartphone App to Enhance Older Driver Safety				

PART I – THE SCHEDULE

SECTION B – SUPPLIES OR SERVICES AND PRICES/COST

B.1 SUPPLIES/SERVICES

The Contractor shall furnish the necessary qualified personnel, facilities, materials, supplies, equipment, and services to execute a Time & Materials (T&M) type of Contract for "**Developing a Smartphone Application to Enhance Older Driver Safety"** in accordance with the Statement of Objectives, Section C, and other terms and conditions of this Contract.

b. The Government anticipates award of a Time & Materials (T&M) Contract issued in accordance with FAR 16.601.

B.1.1 CONTRACT TERM

The Contract Term will be a period of sixty (60) months.

B.2 PRICE/COST CELING AMOUNTS

The Not-to-Exceed (NTE) ceiling amount for this Contract is as follows:

Total Contract $TBD

In no event shall the Contractor exceed cost beyond the established NTE Ceiling Price of the Task Order. If the Contractor incurs costs beyond the negotiated not to exceed (NTE) amount, it will be doing so at its own financial risk.

B.2.1 Specific Requirements

Base Period $TBD

Of this amount, $TBD is currently available and is estimated to defray the costs of performance from the effective date of award through five years **TBD** or the end of performance of the Contract.

B.5 PRICE SCHEDULE

B.5.1 Base Period (Year 1)

Prices shall cover the performance period from the effective date of Contract award through twelve (12) months thereafter.

LABOR CATEGORIES	LEVEL OF EFFORT (Hours)	FIXED LOADED HOURLY LABOR RATES	TOTAL PRICE
Principal Investigator/Project Manager	456		
Project Manager	389		
Research Associate	991		
Research Assistant(s)	1,238		
APP Designer	550		
APP Developer	550		
TOTAL LABOR COST	4,173		
OTHER DIRECT COSTS (ODC) CATEGORIES	**ESTIMATED COST**	**INDIRECT RATE**	**TOTAL COST**
Total ODCs			
Total Labor Cost			
BASE PERIOD ESTIMATED AMOUNT			

B.5.2 Base Period (Year 2)

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

LABOR CATEGORIES	LEVEL OF EFFORT (Hours)	FIXED LOADED HOURLY LABOR RATES	TOTAL PRICE
Principal Investigator/Project Manager	608		
Project Manager	518		
Research Associate	1,321		
Research Assistant(s)	1,651		
APP Designer	733		
APP Developer	733		
TOTAL LABOR COST	5,564		
OTHER DIRECT COSTS (ODC) CATEGORIES	**ESTIMATED COST**	**INDIRECT RATE**	**TOTAL COST**
Total ODCs			
Total Labor Cost			
BASE PERIOD ESTIMATED AMOUNT			

B.5 PRICE SCHEDULE

B.5.3 Base Period (Year 3)

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

LABOR CATEGORIES	LEVEL OF EFFORT (Hours)	FIXED LOADED HOURLY LABOR RATES	TOTAL PRICE
Principal Investigator/Project Manager	912		
Project Manager	777		
Research Associate	1,981		
Research Assistant(s)	2,477		
APP Designer	1,100		
APP Developer	1,100		
TOTAL LABOR COST	8,346		
OTHER DIRECT COSTS (ODC) CATEGORIES	**ESTIMATED COST**	**INDIRECT RATE**	**TOTAL COST**
Total ODCs			
Total Labor Cost			
BASE PERIOD ESTIMATED AMOUNT			

B.5.4 Base Period (Year 4)

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

LABOR CATEGORIES	LEVEL OF EFFORT (Hours)	FIXED LOADED HOURLY LABOR RATES	TOTAL PRICE
Principal Investigator/Project Manager	608		
Project Manager	518		
Research Associate	1,321		
Research Assistant(s)	1,651		
APP Designer	733		
APP Developer	733		
TOTAL LABOR COST	5,564		
OTHER DIRECT COSTS (ODC) CATEGORIES	**ESTIMATED COST**	**INDIRECT RATE**	**TOTAL COST**
Total ODCs			
Total Labor Cost			
BASE PERIOD ESTIMATED AMOUNT			

B.5.5 Base Period (Year 5)

Prices shall cover the performance period from the end of Base Period (Year 4) through twelve (12) months thereafter.

LABOR CATEGORIES	LEVEL OF EFFORT (Hours)	FIXED LOADED HOURLY LABOR RATES	TOTAL PRICE
Principal Investigator/Project Manager	456		
Project Manager	389		
Research Associate	991		
Research Assistant(s)	1,238		
APP Designer	550		
APP Developer	550		
TOTAL LABOR COST	4,173		
OTHER DIRECT COSTS (ODC) CATEGORIES	**ESTIMATED COST**	**INDIRECT RATE**	**TOTAL COST**
Total ODCs			
Total Labor Cost			
BASE PERIOD ESTIMATED AMOUNT			

(End of Section B)

SECTION C

DESCRIPTION/ SPECIFICATIONS/ STATEMENT OF WORK

C.1 BACKGROUND

The National Highway Traffic Safety Administration (NHTSA) is an operating mode 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 educational, engineering, and enforcement programs aimed at preventing tragedies and reducing economic costs associated with vehicle use and highway travel.

Congress has directed NHTSA to explore the efficacy of smartphone applications (APPs) as an intervention for older drivers.[1]

The *Older Driver Support System Field Operational Test*[2] assessed the effects of an APP on a sample of 28 participants with an average age of 69.5 years. Libby and colleagues reported that use of an APP resulted in reduced hard braking events and stop sign violations. Participants' attitudes toward the APP were generally positive, although several users reported that the APP's thresholds for detecting hard braking and stop sign violations were overly sensitive. APP features must map to driving tasks that can be risky for older drivers and be designed to augment the driver's situational awareness without causing additional distraction.[3] For example, an APP that proactively alerts older drivers to approaching changes in the driving environment (e.g., speed limit transitions, sharp curves, complex intersections) or by offering route options that avoid high-demand maneuvers (like unprotected left turns[4]), could meaningfully reduce exposure to high-risk situations for these drivers.

C.2 OBJECTIVE

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[1] United States House of Representatives (2021). *Departments of Transportation, and Housing and Urban Development, and Related Agencies Appropriations Bill, 2021*. 116th Congress, 2d Session, Report 116-452. https://www.congress.gov/congressional-report/116th-congress/house-report/452/1?outputFormat=pdf

[2] Libby, D. A., Morris, N. L., & Craig, C. M. (2019). *Older Driver Support System Field Operational Test*. Roadway Safety Institute, Center for Transportation Studies, University of Minnesota. CTS 19-13. https://conservancy.umn.edu/items/0cd315db-1d41-441e-902d-0901c8f4160f

[3] Per *Countermeasures That Work*, NHTSA defines distracted driving as "any activity that diverts attention from driving, including talking or texting on your phone, eating and drinking, talking to people in your vehicle, fiddling with the stereo, entertainment or navigation system—anything that takes your attention away from the task of safe driving."

[4] An unprotected left turn is a driving maneuver made at an intersection with a solid green light but no dedicated green arrow, requiring a driver to yield to oncoming traffic, pedestrians, and other road users.

The objective is to design, develop, and pilot test an APP that supports older drivers by reducing their cognitive workload. This APP shall assist older drivers in avoiding risky traffic situations (gerontechnology), such as unprotected left turns, and alert them to upcoming changes in the driving environment, like a change to the speed limit or sharp curves in the roadway. After APP development, and testing by an Independent Quality Assurance Reviewer, the Contractor shall design a field operational test (FOT) that will document its effects on older adults' driving habits and performance. Implementation of the FOT will be conducted under a separate contract.

C.3 ACRONYMS

ACOR	Alternate Contracting Officer's Representative
API	Application Programming Interfaces
APP	Smartphone Application
CO	Contracting Officer
COR	Contracting Officer's Representative
CS	Contract Specialist
DOT	U. S. Department of Transportation
FOT	Field Operational Test
GPL	General Public License
GUI	Graphic User Interfaces
ICR	Information Collection Request
IRB	Institutional Review Board
NHTSA	National Highway Traffic Safety Administration
PTA	Privacy Threshold Assessments
PRA	Paperwork Reduction Act
OBSR	Office of Behavioral Safety Research
SBOM	Software Bill of Materials
SOW	Statement of Work
UX	User Experience
UI	User Interface

C.4 PROJECT DESCRIPTION

This contract involves the iterative development and evaluation of a smartphone application (APP) for older drivers, specifically targeting the safety and mobility needs of individuals aged 65 and older. The work entails the translation of research findings into a functional software prototype for both iOS and Android platforms.

The project scope encompasses the complete design lifecycle, including:

1) User Interface (UI) and User Experience (UX) Development: Creating wireframes and iterative designs optimized for older drivers' cognitive and physical requirements, with particular attention to aspects of distraction during the dynamic driving task.

2) Prototyping and Pilot Testing: Building a functional APP prototype and conducting usability testing with a sample of older drivers.

3) Research Design: Developing a detailed Field Operational Test (FOT) framework, including naturalistic driving protocols and regulatory documentation (e.g., IRB, ICR, and PTA drafts), to support future performance assessments.

4) Technical Documentation: Producing comprehensive reports that detail design methodology, testing outcomes, and recommendations for future iterations.

5) The Contractor is responsible for managing technical transition from initial wireframe concept to a pilot-tested prototype ready for large-scale field evaluation.

C.5 SCOPE OF WORK

The Contractor shall furnish the necessary personnel, equipment, and facilities, and otherwise perform all things necessary for or incidental to the performance of work as described in C.4 and in accordance with the Specific Requirements set forth in Section C.6.

C.6 SPECIFIC REQUIREMENTS

C.6.1 Conduct Kickoff Meeting

Within (1) one week prior to the Kickoff Meeting, the Contractor shall submit Kickoff briefing materials.

Within three (3) days of receipt, the COR will provide feedback, and the Contractor shall revise the kickoff briefing materials

Within (1) one day prior to the Kickoff Meeting, the Contractor shall submit the revised Kickoff briefing materials.

Within two (2) months of award, the Contractor shall conduct a virtual Kickoff Meeting with the NHTSA COR, CO and/or CS, and any other interested NHTSA personnel. The purpose of this meeting is to discuss administration of the Contract as well as the goals, objectives, scope, and anticipated challenges of this effort.

The Kickoff Meeting shall also include a working session that will last approximately two (2) hours. The Contractor will describe its approach and respond to questions in the first hour. During the second hour, the Contractor will discuss plans in more detail with the COR, ACOR, and other members of OBSR.

The Contractor's description of their approach shall include the following:

- An understanding of project objectives and design.
- A schedule of project activities.
- An understanding of deliverable requirements and specifications.

C.6.2 Submit Work Plan

Within three (3) months of award, the Contractor shall submit a Draft Work Plan.

Within two (2) weeks of receipt, the COR will provide feedback on the plan to the Contractor

Within five (5) months of award, the Contractor shall submit the revised Work Plan.

The Work Plan shall provide a detailed description of the Contractor's approach to each task in section C.6, consistent with its proposal. The Work Plan shall meet DOT's Public Access Plan v1.1, located here. The Work plan shall include a Data Management Plan consistent with the requirements in this Agreement and with DOT's guidance for creating Data Management Plans for extramural research (here). The Contractor's Data Management Plan shall include a table to detail all analyses to be performed as follows:

Research Question	Data Source	Data Description	Analysis type	Groups analyzed
e.g., RQ 1	e.g., FARS	e.g., specific variables	e.g., regression model, ANOVA, etc.	e.g., different conditions, different time periods, etc.

The Contractor shall perform all work in accordance with the approved Work Plan. Any proposed modification to the Work Plan must be submitted in writing to the CO at least fifteen (15) days prior to the proposed effective date. Such requests must include comprehensive justification and a detailed impact analysis on the project schedule and budget. The CO maintains sole discretion to approve or deny the request. No amendment to the Work Plan shall be construed as an authorization for additional costs or an extension of the Period of Performance unless expressly stated in a formal Contract Modification.

C.6.3 Submit Draft APP Design

Within ten (10) months of award, the Contractor shall submit a draft of the APP design.

Within four (4) weeks of receipt, COR will provide feedback on the draft.

Upon COR approval of the Draft APP Design, the Contractor shall begin wireframe development and testing.

The Contractor shall develop a draft APP design that describes and justifies the proposed features to be incorporated into the smartphone APP for older drivers (iOS and Android), informed by behavioral and social science literature. The features and user interface shall be tailored to drivers aged 65 and older. The Contractor shall include a development plan that includes wireframe testing with no more than **nine** older adult drivers who are proficient with smartphones.

The design shall prioritize user experience (UX) and user interface (UI) elements that cater to older users such as large, easy-to-read fonts, high contrast displays, and simplified navigation. The design shall tailor any real-time feedback features to assist a driver navigate complex driving situations. Some examples of real time feedback to consider are advance alerts to upcoming intersections, intersections at the top of a hill or not within the line of a driver's site, or unprotected left turns. These features are to be designed to augment the driver's situational awareness without causing additional distraction. Considerations may include, but are not limited to, voice command capabilities or customizable settings that allow users to adjust the interface to their comfort level. The design shall include a tutorial tailored to older drivers to help users become comfortable with the APP's functionality, increasing adoption and long-term use.

C.6.4 Conduct APP Design Testing and Optimization

Within eighteen (18) months of award the Contractor shall conduct a virtual briefing with the COR and other interested NHTSA staff to demonstrate the wireframe.

Within twenty (20) months of award, the Contractor shall complete the APP optimization and submit a post optimization draft APP design that includes a summary of all changes made based on testing.

Within four (4) weeks of receipt of the post optimization draft APP design, the COR will submit comments on the draft APP design, and the Contractor shall revise the APP design accordingly.

After approval of the revised APP design by the COR, the Contractor shall conduct iterative testing of the wireframe developed in accordance with Section C.6.3 with a sample of nine or fewer drivers aged 65 or older. The testing shall aim to refine usability and ensure the APP works across iOS and Android platforms. **The Contractor shall submit a final draft wireframe to the COR for approval.**

The Contractor shall perform APP optimization with a focus on fine-tuning features based on insights gained from wireframe testing, such as alert timing, personalization of feedback, and the sensitivity of behavioral detection algorithms (e.g., ensuring that alerts are not triggered by/for

trivial events that do not pose a risk). In addition, **the Contractor shall incorporate feedback from the virtual briefing.**

C.6.5 Build and Pilot Test APP Prototype/Manual

The Contractor shall begin building the prototype APP only after the APP wireframe design is approved by the COR.

The letter report shall be submitted no later than thirty-two (32) months after award. Once the Contractor is authorized to begin building the prototype, the Contractor shall submit a letter report describing the APP design, and include a protocol for pilot testing the APP.

Within two (2) weeks of receipt of the letter report, the COR will provide comments on the Pilot Test Protocol letter report, and the Contractor shall revise the letter report accordingly.

Within thirty-four (34) months of award, the Contractor shall conduct a virtual briefing with the COR and other interested NHTSA staff to demonstrate the APP prototype and describe and justify the rationale for the pilot testing protocol.

Within thirty-five (35) months of award, the Contractor shall submit a Revised APP Design and Pilot Test Protocol letter report that addresses any comments made during the briefing.

Upon approval of the prototype and Pilot Test Protocol by the COR, the Contractor shall begin pilot testing the APP.

Within thirty-nine (39) months of award, the Contractor shall submit a written review conducted by an Independent Quality Assurance Reviewer. To satisfy this requirement, the reviewer must be a third-party entity or individual independent of the Contractor's project and development team. The Independent Quality Assurance Reviewer must possess documented experience in UX/UI software design, accessibility compliance, and gerontechnology (technology design for aging populations).

The Independent Quality Assurance Review shall, at minimum, assess the prototype APP against relevant key standards. The evaluation shall ascertain the software's alignment with ISO/IEC 25010 or equivalent industry standard, measuring performance efficiency, reliability, and maintainability. The review shall validate compliance with Section 508 and the Web Content Accessibility Guidelines 2.1 AA criteria, empirically testing the efficacy of user interface adaptations designed for older populations, including high-contrast displays and enlarged typography. The assessment shall also verify the integrity of the application's security protocols regarding protection of personally identifiable information and audit the accuracy of the Software Bill of Materials. The written report shall classify all identified anomalies by severity. Prior to the final prototype APP submission at the forty (40) month milestone, the Contractor shall systematically remediate all defects classified as critical or high-severity and append a supplementary report detailing technical resolutions.

Within forty (40) months of award, the Contractor shall submit the final Prototype APP, Pilot Test Letter Report, a User Manual, and a Standard Operating Procedure.

This development phase shall involve building both the front- and back-end components of the prototype based on validated designs from C.6.4. Front-end development shall focus on creating an interface that is aesthetically pleasing and highly functional for the target audience as determined by wireframe testing. Back-end development shall leverage smartphone sensors, such as the GPS and gyroscopes, to process driving behavior in real time to trigger alerts to the driver regarding errors or potential hazards.

The Contractor shall conduct unit testing to ensure that each component functions correctly and user acceptance testing (UAT) with older drivers to ensure that the APP performs effectively in real-world conditions for this population. During UAT, the Contractor shall assess the APP's ability to provide timely and accurate feedback without overwhelming the older driver. The APP's real-time feedback mechanisms shall strike a balance between being helpful and non-intrusive, ensuring that they support, rather than distract, the driver.

The Contractor shall conduct pilot testing with up to nine (9) drivers 65 and older. This task aims to test the APP's capacity to detect and alert the driver to risky behaviors common among older drivers. The Contractors shall ensure that the APP's interventions do not introduce an unacceptable level of distraction or frustration.

The Contractor shall produce a user manual in plain English for use by the intended audience. The manual should describe all features of the app, inclusive of calls, functionality, dependencies, etc., ensuring continued usability and modification beyond this project. In addition, the Contractor shall produce a standard operating procedure that explains how to modify the APP.

C.6.6 Submit Field Operational Test Design

Within forty-four (44) months of award, the Contractor shall submit the design for a FOT to test the APP's performance, usability, and effects on driver behaviors in a sample of older drivers.

Within four (4) weeks of receipt, the COR will submit comments on the FOT Design draft, and the Contractor shall revise the FOT Design accordingly.

Within forty-seven (47) months of award, the Contractor shall submit a revised FOT Design, addressing COR comments.

The Contractor's FOT design shall include research questions focused on the effectiveness of the APP in changing driving behaviors associated with older drivers' crashes, its usability and user acceptance measures, and its effects on overall driver performance. The Contractor's FOT design shall include naturalistic driving to assess the effects of the APP on driver performance during real-world driving. The Contractor shall include performance metrics in the FOT design such as speed and lane position consistency, intersection navigation errors, crashes or near misses, and driver acceptance of feedback and of alerts to upcoming roadway features (e.g., sharp curves). The Contractor shall identify independent variables including, but not limited to, sex; age groups (65-74, 75-84, & 85+); and other relevant variables (i.e., prior smartphone usage or driving experience). With respect to any dependent variables, the Contractor shall measure APP performance and, effects on driver behaviors, and usability/user acceptance. The FOT design shall include:

- A table that maps each research question to independent variables, dependent variables, and analysis methods to ensure clarity in addressing each research question.
- A power analysis to determine the appropriate number of participants needed to support reliable analyses.
- A detailed list describing variables that the Data Acquisition System will collect, including data types, frequency of data collection, and data storage methods.
- A description of participant groups including inclusion/exclusion criteria to ensure balance across age groups 65-74, 75-84, and 85+, sex, and other independent variables.
- Consent forms and data collection questionnaires with justification for each item, ensuring they are tailored to the target demographic and comply with ethical standards.
- Data collection protocol, including participant training procedures on how to use the APP, a schedule of data collection activities, and methods for monitoring compliance and data integrity.
- An outline of data security and privacy measures including how participant data shall be protected through data encryption, secure storage solutions, and protocols for data access and sharing.
- A risk management plan identifying potential risks to participants (i.e., increased distraction, data privacy concerns) and describing strategies to mitigate these risks; potential risks are to be tailored to the approach rather than more general or unlikely risks (e.g., failure to obtain IRB approval).
- A data analysis plan detailing the statistical methods that shall be used to clean, code, and analyze data, including how these data shall address each research question.
- A description of participant incentives.
- An APP deployment strategy detailing how the APP will be installed on participants' devices, including technical support and troubleshooting procedures.
- A timeline with a detailed schedule for each phase of the study.
- Drafts of the Information Collection Request and supporting documents, including draft Federal Register Notices, Privacy Threshold Assessment documents, and Institutional Review Board (IRB) request.

The Contractor shall ensure that all study materials and protocols are specifically tailored to drivers aged 65 and older. The design shall prioritize minimizing participant burden while maximizing data quality and relevance.

C.6.7 Submit Draft Final Report

Within Fifty (50) months of award, the Contractor shall submit the Draft Final Report. In preparing the Draft Final Report, the Contractor shall draw upon material developed in earlier phases of this project, namely, the Draft Introduction and Methods sections, making changes as necessary to reflect the current study design.

Within three (3) weeks of receipt, the COR will provide feedback on the Draft Final Report, and the Contractor shall revise the Draft Final Report accordingly.

Within fifty-two (52) months of award, the Contractor shall make the required revisions and submit to the COR the Revised Draft Final Report.

The Draft Final Report shall include the following sections:

- Executive Summary
- Introduction
- Methods
- Results
- Discussion
- References
- Appendices (if any)

The Contractor shall ensure that the Draft Final Report is written using the NHTSA report template, which the COR will provide to the Contractor at award.

In the Discussion section, the Contractor shall clearly describe how the results address the research questions listed in Section C.2, any limitations of the study, and explain how study results can be translated to practice—particularly the implications for older drivers aged 65 and older.

C.6.8 Conduct Final Briefing Meeting

The Contractor shall conduct a Final Briefing Meeting virtually using teleconferencing software. The Final Briefing shall consist of a 30- to 45-minute presentation of the project by the Contractor that includes the background and motivation for the project, the study's design and hypotheses, the project's results, and a discussion of the study's results, particularly targeted at implications for older driver mobility and safety. The Contractor's presentation shall be followed by a question-and-answer period. During the presentation, the Contractor shall present relevant

methodological, statistical, and technical information in an accurate way that is also understandable to those without research backgrounds, as both researchers and non-researchers are likely to be in attendance.

Within (1) one week of Final Briefing Meeting, the Contractor shall submit the Final Briefing materials to the COR for review and approval.

Within (3) three days of receipt, the COR will provide feedback to the Contractor on the Final Briefing Meeting materials and the Contractor shall revise the Final Briefing materials accordingly

Within one (1) day of the Final Briefing Meeting, the Contractor shall submit Revised Final Briefing materials that incorporate COR comments.

Within fifty-five (55) months of award, the Contractor shall, in collaboration with the COR, develop and conduct a virtual Final Briefing for this contract.

C.6.9 Submit Revised Draft Final Report

Within one (1) month after the Final Briefing, the Contractor shall submit a Revised Draft Final Report that incorporates the feedback provided during the Final Briefing or provided to the Contractor after the Final Briefing from the COR.

Within three (3) weeks of receiving the Revised Draft Final Report, the COR will submit comments and the Contractor shall revise the Revised Draft Final Report accordingly.

C.6.10 Submit Final Report & Materials

Within sixty (60) months after award, the Contractor shall submit the Final Report. The Contractor shall also submit all data, information and materials developed during the project including data used during wireframe and pilot testing as well as the final version of the APP.

(End of Section C)

SECTION D – PACKAGING AND MARKING

FORMATTING TEXT AND IMAGE DELIVERABLES

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

D.1 TEXT

Text files shall be provided in a Google Workspace compatibility file format via email, or flash drive using the fewest number of formatting tools as possible (i.e. avoid columns, multiple fonts, etc.). Keep it simple. Avoid using any design/layout elements. If the publication has charts and graphs, the contractor shall insert the chart or graph at the appropriate locations in the publication.

D.2 CHARTS AND GRAPHS

Charts and graphs should be provided with descripted text and data.
First, they should be inserted within the text as described above so that the Communication Services Division can see what type of chart or graph is desired (i.e., pie chart, bar chart, etc.). Second, the contractor should include the data files (Google Workspace compatible file format) that were used to create either the charts or graphs used in the publication.

D.3 ILLUSTRATIONS

Illustrations can take two forms:

a. **Graphics** – The Communication Services Division will develop any needed graphics in collaboration with the COR and if desired, the CORs contractor. The Contractors shall provide only the text files in Google Workspace compatibility file format to the COR. If it is necessary for the contractor to develop the graphics, only GPO-approved software such as Adobe Illustrator shall be used.

b. **Photographs** – When photos are used in Agency publications, the Communication Services Division typically uses existing photos or photos purchased through various sources. If a contractor or other source will supply photos for use in a publication, the photos must be high resolution images preferably at 300 dpi (4” by 5” in size) or higher. They should be formatted in either a tif (usually from a photo that was taken, developed, printed, and then scanned) or a jpg (usually taken using a digital camera and then downloaded onto a computer) file.

NOTE: If a photograph is supplied by an outside source (contractor, grantee, national organization, etc.), a release form must accompany the photo indicating that the human subjects in the photo authorize NHTSA to use the photo in its publications and on its Internet site. In addition, please use caution when allowing contractors to supply photos. Make sure that you

know the contractual arrangements they have made with the photographer and the subjects in the photo to ensure that NHTSA has unlimited rights to use the images in print on the web. You must obtain a written statement from your contractor indicating that NHTSA has unlimited, unrestricted use of the photos.

D.4 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)

The Contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: https://www.acquisition.gov/?q=browsefar. The following clauses are hereby incorporated by reference:

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

E.2 INSPECTION AND/OR ACCEPTANCE

The vendor must comply that any research work undertaken and submitted shall be original and free from any form of plagiarism. The vendor 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.

Rejection of a final report will delay final payment of costs due under the Contract. 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; or
- Incorrect style formatting (e.g., lack of or incorrect use of APA style).

(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 below by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer (CO) will make their full text available. Also, the full text of a solicitation provision may be accessed electronically at this/these address: www.acquisition.gov/far/.

CLAUSE	TITLE	DATE
52.242-15	Stop Work Order	AUG 1989

F.2 PERIOD OF PERFORMANCE

All work required hereunder, including preparation, submission, review of any and all reports, shall be completed within the **sixty (60) months** from the effective date of the contract award.

F.3 PERFORMANCE MILESTONES (M) AND DELIVERABLES (D)

F.3.1 MILESTONES / DELIVERABLES SCHEDULE

The following milestone and deliverables apply to this Contract and are considered important to the successful completion of the project:

Item	Task	Deliverables (D) & Milestones (M)	Due Date
1	C.6.1	Submit Kickoff Meeting materials (D)	1 week prior to Kickoff Meeting
2	C.6.1	COR provides feedback on Kickoff Meeting materials (M)	Within 3 days of receipt
3	C.6.1	Submit Revised Kickoff Meeting materials (D)	1 day prior to Kickoff Meeting
4	C.6.1	Conduct Kickoff Meeting (M)	Within 2 months of award
5	C.6.2	Submit Draft Work Plan (D)	Within 3 months of award
6	C.6.2	COR provides feedback on Draft Work Plan (M)	Within 2 weeks of receipt
7	C.6.2	Submit Final Work Plan (D)	Within 5 months of award

Item	Task	Deliverables (D) & Milestones (M)	Due Date
8	C.6.3	Submit Draft APP Design (D)	Within 10 months of award
9	C.6.3	COR provides feedback on plan (M)	Within 4 weeks of receipt
10	C.6.3	Begin wireframe development and testing (M)	Upon COR approval of Draft APP Design
11	C.6.4	Conduct virtual briefing with COR, other NHTSA staff to demonstrate wireframe (M)	Within 18 months of award
12	C.6.4	Submit Wireframe Test Letter Report, User Manual, and Standard Operating Procedure (D)	Within 20 months of award
13	C.6.4	COR will either accept the modified wireframe or specify changes (M)	Within 4 weeks of receipt
14	C.6.5	Begin development of prototype APP (M)	Upon COR approval of wireframe
15	C.6.5	Submit APP Design, Pilot Test Protocol Letter Report (D)	Within 32 months of award
16	C.6.5	COR provides comments on APP Design, Pilot Test Protocol Letter Report (M)	Within 2 weeks of receipt
17	C.6.5	Conduct virtual meeting with COR, other NHTSA staff to demonstrate prototype APP design (M)	Within 34 months of award
18	C.6.5	Submit Revised APP Design, Pilot Test Protocol Letter Report (D)	Within 35 months of award
19	C.6.5	Begin pilot testing (M)	Upon COR approval of APP Design, Pilot Test Protocol Letter Report
20	C.6.5	Submit written review conducted by an Independent Quality Assurance Reviewer (D)	Within 39 months of award
21	C.6.5	Submit Prototype APP Pilot Test Letter Report (D)	Within 40 months of award
22	C.6.6	Submit FOT Design (D)	Within 44 months of award
23	C.6.6	COR provides feedback on naturalistic study design (M)	Within 4 weeks of receipt

Item	Task	Deliverables (D) & Milestones (M)	Due Date
24	C.6.6	Submit Revised FOT Design (D)	Within 47 months of award
25	C.6.7	Submit Draft Final Report (D)	Within 50 months of award
26	C.6.7	COR provides feedback on Draft Final Report (M)	Within 3 weeks of receipt
27	C.6.7	Submit Revised Draft Final Report (D)	Within 52 months of award
28	C.6.8	Submit Final Briefing Materials (D)	Within 1 week of Final Briefing Meeting
29	C.6.8	COR provides feedback on Final Briefing Materials (M)	Within 3 days of receipt
30	C.6.8	Submit Revised Final Briefing Materials (D)	Within 1 day of Final Briefing Meeting
31	C.6.8	Conduct Final Briefing Meeting (M)	Within 55 months of award
32	C.6.9	Submit Revised Draft Final Report (D)	Within 1 month of Final Briefing Meeting
33	C.6.9	COR provides feedback on Revised Draft Final Report (M)	Within 3 weeks of receipt
34	C.6.10	Submit Final Report and Materials (D)	Within 60 months of award
35	F.4.1	Submit Monthly Reports (D)	Ongoing, on the 10th of each month

F.4 ELECTRONIC SUBMISSION and PLACE OF DELIVERY:

(a) All deliverables specified in Section C (Statement of Work) shall be delivered electronically. The Contractor shall not be required to provide physical media (e.g., CD-ROM, Thumb Drive) unless specifically requested in writing by the Contracting Officer (CO).

(b) Method of Delivery:

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

Item No.	Address
1, 3, 5, 7, 8, 12, 15, 18, 20, 21, 22, 24, 25, 27, 28, 30, 32, 34	**TBD** National Highway Traffic Safety Administration Email: TBD@dot.gov

& 35	
35	**Thomas Vandell** National Highway Traffic Safety Administration Attention: **TBD** Email: **Thomas.Vandell@dot.gov**

Phone Application/Source Code: Delivery shall be accomplished via encrypted file transfer.

(c) Constructive Receipt: For the purposes of this contract, delivery is deemed complete upon the Government's electronic receipt of the files. Technical acceptance of performance shall be governed by FAR 52.246-6 (Inspection—Time-and-Materials and Labor-Hour).

(d) Data Rights: All electronic deliveries are subject to the data rights clauses in this contract.

F.4.1 MONTHLY REPORTS

The contractor shall furnish the report electronically to the COR by the 15th of each month following the month being reported. At a minimum, the progress report shall include a narrative description of the following items:

- Accomplishments made during the reporting period describing work performed/accomplishments achieved during the reporting period for each of the functional areas being supported by this contract;
- Funds status by major cost element, month's obligations, cumulative obligations estimated cost to complete, and percent of cost expended versus percent of completion;
- Plans for accomplishments in next reporting period;
- Preliminary or interim results, conclusions, trends, or other items of information that the Contractor believes are of interest to NHTSA problems or delays that the Contractor has experienced and possible solutions for remedying these problems or delays;
- Specific action that the Contractor would like NHTSA to undertake to alleviate a problem or potential issue;
- Any other information that the contractor considers important, and
- Due dates for remaining deliverables.

F.4.2 FINAL REPORT

Contractor shall submit a Draft Final Report that includes a brief two (2) page executive summary of the project's key findings. The body of the report shall be no more than sixty (60) pages long (excluding appendices) and shall include the following sections:

- Introduction
- Methods
- Results
- Discussion
- Conclusions
- References
- Appendices

(End of Section F)

SECTION G – CONTRACT ADMINISTRATION DATA

G.1 TREATMENT OF SUBCONTRACTOR'S LABOR COSTS

For Labor Costs incurred by Subcontractors (if applicable), the Contractor shall be reimbursed at cost for such labor including appropriate indirect costs. Indirect costs include only those costs clearly excluded from the Contractor's Fixed Loaded Hourly Labor Rates and allocated in accordance with the Contractor's usual accounting practices consistent with FAR Part 31. The Contractor is not permitted to apply fee or profit to the cost of Subcontractor Labor.

G.2 MATERIALS, SUBCONTRACTS, AND ALL OTHER NONLABOR COSTS

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

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

G.3 TRAVEL AND PER DIEM RATES

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

G.4 ESCALATION RATE

Annual escalation of direct labor rates **shall not exceed 2.5 percent**, beginning in the second year of this contract, unless otherwise authorized by the Contracting Officer.

G.5 SUBCONTRACTS - ADVANCE NOTIFICATION AND CONSENT

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

TBD

_____

_____

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

G.6 NHTSA CONTRACTING OFFICER REPRESENTATIVE (COR)

The performance of the work required under the Contract shall be subject to the technical review of the COR.

The following individual has been designated as the COR: **TBD**

Department of Transportation
National Highway Traffic Safety Administration
TBD@DOT.GOV

a. The Contracting Officer will designate a technical representative to assist in monitoring the work under the resultant Contract. The COR serves as the technical liaison with the Contractor. The COR is *not* authorized to change the scope of work or specifications as stated in the Contract, to make any commitments or otherwise obligate the Government, or to authorize any changes which affect the Contract price, delivery schedule, period of performance or other terms or conditions.
b. In the event any technical direction offered by the COR is interpreted by the Contractor to be outside of this Contract, the Contractor shall not implement such direction, but shall notify the Contracting Officer in writing of such interpretation within five (5) calendar days after the Contractor's receipt of such direction. Such notice shall include (1) the reasons upon which the Contractor bases its belief that the technical direction falls within the purview of the "Changes" clause, and (2) the Contractor's draft revisions to the terms of the Contract that it thinks are necessary to implement the technical direction.
c. The Contracting Officer is the only individual who can legally commit or obligate the Government for the expenditure of public funds. The technical administration of the resultant Contract shall not be construed to authorize the revision of the terms and conditions of this Contract. Any such revision shall be authorized only in writing by the Contracting Officer.

G.7.1 ALTERNATE COR

In the event that the COR of record (identified in G.7) 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 Contracting Officer to perform those duties as the Alternate COR (ACOR).

TBD
Department of Transportation
National Highway Traffic Safety Administration
TBD@DOT.GOV

G.8 CONTRACTOR PERSONNEL

G.8.1 Principal Investigator /Project Manager

The Contractor shall appoint a Principal Investigator/Project Manager who will be the Contractor's authorized supervisor for technical and administrative work performed under the resultant Contract and shall be a behavioral scientist. The Principal Investigator/Project Manager shall act as the single Point of Contact between the Contractor and the COR or other duly authorized of the Government representative under the Contract.

G.8.2 TAR 1252.237-73 KEY PERSONNEL (Nov. 2022)

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

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

The Key Personnel under this Contract are:

TBD

_____
_____
_____
_____

G.9 REQUIRED INVOICE INFORMATION

1252.232-70 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2022)

(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_A1)

(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 then *www.login.gov* will reply with an email confirming the email address.
(3) *iSupplier* (DELPHI) registration instructions: New users should navigate to: *http://einvoice.esc.gov* to establish an account. Users are required to log in
(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 contacts will no longer be submitting invoices, so they can be removed from
to *iSupplier* (DELPHI) every 45 days to keep it active.

(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.

Company Name	NHTSA Contract # / Contract #	Primary POC First Name	Primary POC Last Name	Primary POC Email	Secondary POC First Name	Secondary POC Last Name	Secondary POC Email

Email the above information to the following email address: NHTSAISPVendors@dot.gov

Please note that the POCs you provide are the individuals you authorize to submit invoices to NHTSA on behalf of your company. Your POCs will then receive a welcome letter from Delphi eInvoicing processing center with instructions on creating a Login.gov user account. This account can then be used to access the eInvoicing web-portal.

G.10 LIMITATION OF COST

a. The amount presently available for payment by the Government and allotted to this Contract is **TBD.** The Contractor agrees to perform, or have performed, work up to the point at which the total amount paid and payable by the Government under the Contract approximates but does not exceed the total amount allotted by the Government.

b. The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this Contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the total amount so far allotted to the Contract by the Government. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in Section F.2.

c. Sixty days before the end of the period specified in the F.2., the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under this Contract or for any further period specified in Section F.2. or otherwise agreed upon, and when the funds will be required. If, after notification, additional funds are not allotted by the end of the period specified in Section F.2. or another agreed-upon date, upon the Contractor's written request the Contracting Officer will terminate the Contract on that date in accordance with the provisions of the Termination clause of this Contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate the Contract on that later date.

d. Except as required by other provisions of this Contract, specifically citing and stated to be an exception to this clause-

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this Contract; and
(2) The Contractor is not obligated to continue performance under this Contract (including actions under the Termination clause of this Contract) or otherwise incur costs in excess of the amount then allotted to the Contract by the Government until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total allotted by the Government to this Contract.

f. No notice, communication, or representation in any form other than that specified in subparagraph e. (2) above, or from any other person other than the Contracting Officer, shall affect the amount allotted by the Government to this Contract. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to this Contract, whether incurred during the course of the Contract or as a result of termination.

g. When and to the extent that the amount allotted by the Government is increased, any costs the Contractor incurred before the increase that are in excess of the amount previously allotted by the Government shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

h. Change orders shall not be considered an authorization to exceed the estimated cost to the Government specified in the Schedule, unless they contain a statement increasing the estimated cost.

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

(End of Section G)

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 GOVERNMENT DATA RIGHTS

H.1.1 Confidentiality of Reports and Other Data

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

H.1.2 NHTSA Review of Announcements or Publishing

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

H.1.3 Proprietary Rights in Reports

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

H.1.4 Older Driver APP Intellectual Property and Data Control

1.1 Definition of Deliverable Software

For the purposes of this contract, "APP Deliverables" shall include all source code, object code, application programming interfaces (APIs), graphic user interfaces (GUIs), documentation, and updates specifically developed for the Older Driver APP.

1.2 Government Rights in Data

The Government shall have Unlimited Rights (as defined in FAR 52.227-14) in all data first produced in the performance of this contract to ensure long-term maintenance and the public safety utility of the APP. This includes, but is not limited to:

- The unique source code and architecture designed for the Older Drier APP.
- All specialized algorithms or logic used to process driver data.
- All user-facing content, graphics, and branding elements.

1.3 Protection of Agency Identity and Restrictive Use

To maintain the integrity of the NHTSA's public mission, the Contractor is subject to the following restrictions:

- Non-Reuse of Branding: The Contractor shall not reuse any Agency-specific branding, logos, or unique GUI "look and feel" in any commercial product or for any other client without express written consent from the Contracting Officer.
- Public Release: The Contractor shall not publish, release, or display the APP Deliverables or any data derived therefrom to any third party or in any public forum (e.g., as a "case study" or "white-labeled" product) without express written consent from the Contracting Officer.

1.4 Treatment of Open Source and Third-Party Software

- Disclosure Requirement: The Contractor must provide a Software Bill of Materials (SBOM) identifying all open-source or third-party libraries integrated into the app.
- Licensing: The Contractor shall ensure that no third-party or open-source license (e.g., "copyleft" licenses like a General Public License is used in a manner that would jeopardize the Government's "Unlimited Rights" to the primary app code.

1.5 Data Privacy and PII

The Contractor shall have no ownership interest in the data generated by the driver community using this app. All such data is the sole property of the Government. Upon contract expiration or termination, the Contractor shall:

1. Provide a full export of all user data in a machine-readable format.
2. Provide a Certificate of Destruction confirming that no PII or Agency data remains on the Contractor's development or testing servers.

In the event of a conflict between the specific restrictions on data reuse and public release found in paragraphs 1.3 and 1.5 and the general rights granted under FAR 52.227-14, the more specific restrictions in those sections shall govern to protect the integrity of the NHTSA mission and the privacy of the driver community.

H.2 PRINTING

The Contractor shall not engage in, nor subcontract for, any printing (as a term is defined in Title I of the Government Printing and Binding Regulations in effect on the effective date of this contract) in connection with the performance of work under this contract.

Provided, however, that performance of a requirement under this contract involving the duplication of less than 5,000 units of only one page, or less than 25,000 units in the aggregate of multiple pages, such pages not exceeding the maximum image size of 10-3/4 by 14-1/4 inches, will not be deemed to be printing.

H.3 COMPUTER PROGRAMS/DATA BASES/PRINTER LAYOUTS AND LOGIC TABLES

H.3.1 General

All computer programs, data files, tables and associated documentation developed under this contract are the property of the Federal Government and shall be delivered by the Contractor, as mutually agreed upon with the COR (TO) by the due date, in accordance with the following paragraphs. All computer programs and databases developed without Federal funds and used in performance of this contract remain the property of the Contractor. If any programs or databases are modified, however, and used in performance of this contract, title to the modified portion shall vest in the Government.

H.3.2 Computer Programs

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

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

H.3.3 Databases

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

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

H.3.4 Printer Layout and Logic Tables

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

for clarity.

H.4 INFORMATION TECHNOLOGY

H.4.1 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.4.2 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-2107, "Completing Transition Planning for Internet Protocol Version 6 (Ipv6)," dated November 19, 2020.

H.4.3 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.4.4 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.5 GOVERNMENT FURNISHED PROPERTY (GFP) and CONTRACTOR ACQUIRED PROPERTY (CAP)

- 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.

- 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.
- 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

- In accordance with NHTSA Order 440-1E: Management of Nonexpendable Personal Property Summary, the Contractor shall perform an annual property physical inventory to include GFP and shall report this GFP to the Government.

H.6 ETHICS AND STANDARDS OF CONDUCT (JUN 2013)

H.61 Disclosure of Conflicts of Interest

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:

- 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.
- 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 Government to continue the contract performance and include appropriate provisions in the contract to mitigate or avoid such conflict;
- 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.6.2 TAR Access to Sensitive Information 1252.237-70

Work under this contract may involve access to sensitive information* which shall not be disclosed by the Contractor unless authorized by the Contracting Officer. To protect sensitive information, the Contractor shall provide training to any Contractor employee authorized access to sensitive information and, upon request of the Government, provide information as to an individual's suitability to have such authorization. Contractor employees found by the Government to be unsuitable or whose employment is deemed contrary to the public interest or inconsistent with the best interest of national security, may be prevented from performing work under the particular contract when requested by the Contracting Officer.

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

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

H.6.3 Contractor Identification

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

Contractor Employee Name Contractor

Employee Title Name of Contractor
Include the following statement "On assignment to NHTSA."

For example:
John Doe, Project Manager ABC, Inc.
On assignment at NHTSA

Contractor employees also must ensure that all documents or reports produced by Contractors are suitably marked as Contractor products or that Contractor participation is appropriately disclosed. Under no circumstances shall Contractor personnel sign letters or make other external communications on NHTSA letterhead, nor shall Contractor personnel use the NHTSA or DOT logos or seals in letterhead, business cards, correspondence, emails, reports, documents, or other communications.

(*End of Section H*)

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

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

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

Clause No.	FAR Clause Title (Thru FAC 2026-01/03-13-2026)	Date
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, Alternate I	JUN 2020 NOV 2021
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 and Requirement to Inform Employees of Whistleblower Rights	NOV 2023
52.203-19	Prohibition of Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
52.204-13	System for Award Management Maintenance	SEP 2025
52.204-14	Service Contract Reporting Requirements	OCT 2016
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	AUG 2025

Clause No.	FAR Clause Title (Thru FAC 2026-01/03-13-2026)	Date
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	NOV 2015
52.210-1	Market Research	JUN 2025
52.212-1	Instructions to Offerors Commercial Products and Commercial Services	SEP 2023
52.212-2	Evaluation—Commercial Products and Commercial Services	NOV 2021
52.212-4	Contract Terms and Conditions Commercial Products and Commercial Services	NOV 2023
52.215-2	Audit and Records—Negotiation	OCT 2025
52.215-8	Order of Precedence—Uniform Contract Format	OCT 2025
52.215.12	Subcontractor Certified Cost or Pricing Data	JUN 2020
52.215-14	Integrity of Unit Prices	NOV 2021
52.215-15	Pension Adjustments and Asset Reversions	OCT 2025
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	OCT 2025
52.215-19	Notification of Ownership Changes	OCT 2025
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other than Certified Cost or Pricing Data – Modifications	OCT 2025
52.215-23	Limitations on Pass-Through Charges	OCT 2025
52.216-3	Economic Price Adjustment – Semistandard Supplies	NOV 2021
52.216-4	Economic Price Adjustment – Labor and Material	JAN 2017
52.216-7	Allowable Cost and Payment	OCT 2025
52.219-8	Utilization of Small Business Concerns	OCT 2025
52.219-9	Small Business Subcontracting Plan	OCT 2025
52.219-13	Notice of Set-Aside of Orders	MAR 2020
52.219-14	Limitations on Subcontracting	OCT 2025
52.219-16	Liquidated Damages-Subcontractor Plan	OCT 2025
52.219-28	Post-Award Small Business Program Representation	OCT 2025
52.222-2	Payment for Overtime Premiums	JUL 1990
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 on Veterans	JUN 2020
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-41	Service Contract Labor Standards	AUG 2018
52.222-43	Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts)	AUG 2018

Clause No.	FAR Clause Title (Thru FAC 2026-01/03-13-2026)	Date
52.222-50	Combating Trafficking in Persons	OCT 2025
52.222-50 ALT I	Combating Trafficking in Persons	MAR 2015
52.222-51	Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements	MAY 2014
52.222-54	Employment Eligibility Verification	JAN 2025
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026	JAN 2022
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2022
52.225-1	Buy American – Supplies	OCT 2025
52.225-5	Trade Agreements	NOV 2023
52.226-7	Drug-Free Workplace	MAY 2024
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
52.227-11	Patent Rights-Ownership by the Contractor	MAY 2014
52.227-14	Rights in Data-General — (Alternate II &III)	MAY 2014
52.227-16	Additional Data Requirements	JUN 1987
52.228-7	Insurance – Liability to Third Person	MAR 1996
52.229-3	Federal, State, and Local Taxes	FEB 2013
52.232-7	Payments under Time-and-Materials and Labor-Hour Contracts	NOV 2021
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
52.232-23	Assignment of Claims	MAY 2014
52.232-25	Prompt Payment	JAN 2017
52.232-33	Payment by Electronic Funds Transfer – Central Contractor Registration	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 — Alternate I (SEP 2025)	SEP 2025
52.233-3	Protest After Award	SEP 2025
52.233-4	Applicable Law for Breach of Contract Claim	SEP 2025

Clause No.	FAR Clause Title (Thru FAC 2026-01/03-13-2026)	Date
52.237-3	Continuity of Services	JAN 1991
52.240-90	Security Prohibitions and Exclusions Representations and Certifications	AUG 2025
52.240-91	Security Prohibitions and Exclusions	AUG 2025
52.240-93	Basic Safeguarding of Covered Contractor Information Systems	AUG 2025
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-13	Bankruptcy	JUL 1995
52.243-3	Changes – Time-and-Materials or Labor-Hours	SEP 2000
52.244-2	Subcontracts	JUN 2020
52.244-5	Competition in Subcontracting	AUG 2024
52.244-6	Subcontracts for Commercial Items	OCT 2025
52.245-1	Government Property	SEP 2021
52.245-9	Use and Charges	APR 2012
52.246-6	Inspection-Time-and-Material and Labor-Hour	MAY 2001
52.246-23	Limitation of Liability	FEB 1997
52.246-25	Limitation of Liability—Services	FEB 1997
52.248-1	Value Engineering	JUN 2020
52-249-6	Termination – Cost-Reimbursement Alternate IV	MAY 2004
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991

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

This contract incorporates the following Transportation Acquisition Regulation 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.

TAR 1252.204-70	Contractor Personnel Security and Agency Access (NOV 2022)
TAR 1252.237-70	Qualifications of Contractor Employees (NOV 2022)
TAR 1252.239-70	Security Requirements for Unclassified Information Technology Resources (NOV 2022)
TAR 1252.239-71	Information Technology Security Plan and Accreditation (NOV 2022)
TAR 1252.242-71	Contractor Testimony (NOV 2022)
TAR 1252.242-72	Dissemination of Contract Information (NOV 2022)
TAR 1252.222-72	Contractor Cooperation in Equal Employment Opportunity and Anti-Harassment Investigations (NOV 2022)
TAR 1252.223-73	Seat Belt Use Policies and Programs (NOV 2022)
TAR 1252.235-70	Research Misconduct (NOV 2022)

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

I.3 FEDERAL ACQUISITION REGULATION (FAR) CLAUSES INCORPORATED IN FULL TEXT

This Contract incorporate the following Federal Acquisition Regulation Clauses provided in full text:

I.3.1 52.222-90 Addressing DEI Discrimination by Federal Contractors.

As prescribed in 22.2203, insert the following clause:

Addressing DEI Discrimination by Federal Contractors (April 2026)

(a) *Definitions*. As used in this clause—

Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.

Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (*e.g.*, vendor agreements), program participation, or allocation or deployment of an entity's resources.

(b) In connection with the performance of work under this contract, the Contractor agrees as follows:

(1) The Contractor will not engage in any racially discriminatory DEI activities;

(2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;

(3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;

(4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and

(5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.

(6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).

(c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.

(End of clause)

I.3.2 FAR 52.232-20 Limitation of Cost (APR 1984)

(a) The parties estimate that performance of this contract, exclusive of any fee, will not cost the Government more than
  (1) the estimated cost specified in the Schedule or,
  (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.

(b) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that --
  (1) The costs the Contractor expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the estimated cost specified in the Schedule; or
  (2) The total cost for the performance of this contract, exclusive of any fee, will be either greater or substantially less than had been previously estimated.

(c) As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the total cost of performing this contract.

(d) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause --

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of
(i) the estimated cost specified in the Schedule or,
(ii) if this is a cost-sharing contract, the estimated cost to the Government specified in the Schedule; and

(2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of the estimated cost specified in the Schedule, until the Contracting Officer
(i) notifies the Contractor in writing that the estimated cost has been increased and
(ii) provides a revised estimated total cost of performing this contract. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.

(e) No notice, communication, or representation in any form other than that specified in subparagraph (d)(2) above, or from any person other than the Contracting Officer, shall affect this contract's estimated cost to the Government. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the estimated cost or, if this is a cost-sharing contract, for any costs in excess of the estimated cost to the Government specified in the Schedule, whether those excess costs were incurred during the course of the contract or as a result of termination.

(f) If the estimated cost specified in the Schedule is increased, any costs the Contractor incurs before the increase that are in excess of the previously estimated cost shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.

(g) Change orders shall not be considered an authorization to exceed the estimated cost to the Government specified in the Schedule, unless they contain a statement increasing the estimated cost.

(h) If this contract is terminated or the estimated cost is not increased, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(End of clause)

I.3.3 FAR 52.232-22 Limitation of Funds (APR 1984)

(a) The parties estimate that performance of this contract will not cost the Government more than

(1) the estimated cost specified in the Schedule or,

(2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule.

The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.

(b) The Schedule specifies the amount presently available for payment by the Government and allotted to this contract, the items covered, the Government's share of the cost if this is a cost-sharing contract, and the period of performance it is estimated the allotted amount will cover. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the full estimated cost to the Government specified in the Schedule, exclusive of any fee. The Contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the contract.

(c) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of

(1) the total amount so far allotted to the contract by the Government or,

(2) if this is a cost-sharing contract, the amount then allotted to the contract by the Government plus the Contractor's corresponding share.

The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule.

(d) Sixty days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.

(e) If, after notification, additional funds are not allotted by the end of the period specified in the Schedule or another agreed-upon date, upon the Contractor's written request the Contracting Officer will terminate this contract on that date in accordance with the provisions of the Termination clause of this contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.

(f) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause --

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this contract; and

(2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of -

(i) The amount then allotted to the contract by the Government or;

(ii) If this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, until the Contracting Officer notifies the Contractor in writing that the amount allotted by the

Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this contract.

(g) The estimated cost shall be increased to the extent that
  (1) the amount allotted by the Government or,
  (2) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, exceeds the estimated cost specified in the Schedule.

If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.

(h) No notice, communication, or representation in any form other than that specified in subparagraph (f)(2) above, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.

(i) When and to the extent that the amount allotted by the Government to the contract is increased, any costs the Contractor incurs before the increase that are in excess of --
  (1) The amount previously allotted by the Government or;
  (2) If this is a cost-sharing contract, the amount previously allotted by the Government to the contract plus the Contractor's corresponding share, shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

(j) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule, unless they contain a statement increasing the amount allotted.

(k) Nothing in this clause shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(l) If the Government does not allot sufficient funds to allow completion of the work, the Contractor is entitled to a percentage of the fee specified in the Schedule equaling the percentage of completion of the work contemplated by this contract.

(End of clause)

(End of Section I)

SECTION J – LIST OF ATTACHMENTS

J.1 Cost Proposal Template (T&M)
J.2 Other Direct Cost Breakdown Spreadsheet
J.3 Subcontractor Checklist
J.4 Travel Spreadsheet
J.5 Disclosure of Lobbying Activities

(End of Section J)

PART IV – REPRESENTATION AND INSTRUCTIONS

SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 REPRESENTATIONS AND CERTIFICATIONS

The Offeror's representation 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) (Solicitation Number)

_____ _____
(Signature of Authorized Individual) (Date)

_____
(Typed Name of Authorized Individual)
(2) The small business size standard is.

K.2 ANNUAL REPRESENTATIONS AND CERTIFICATIONS

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is **541720,** Research and Development in the Social Sciences and Humanities.

(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–

Part I - (A) The acquisition is to be made under the simplified acquisition procedures in part 13;
Part II - (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
Part III - (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 $200,000.

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

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

Part IV - (A) Are not set aside for small business concerns;
Part V - (B) Exceed the simplified acquisition threshold; and
Part VI - (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 is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

Part VII - (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
Part VIII - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
Part IX - (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 is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(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 products or commercial services.

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of biobased products in USDA-designated product categories; or include the clause at 52.223-2, Reporting of Biobased 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) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

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

Part X - (A) If the acquisition value is less than $50,000, the basic provision applies.
Part XI - (B) If the acquisition value is $50,000 or more but is less than $100,000, the provision with its Alternate II applies.
Part XII - (C) If the acquisition value is $100,000 or more but is less than $105,767 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.*]

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

__ (ii) 52.204-20, Predecessor of Offeror.

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

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

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

__ (vi) 52.227-6, Royalty Information.

__ (A) Basic.

__ (B) Alternate I.

X (vii) 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 (JAN 2026)

(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 database via https://www.acquisition.gov (see 52.204-7).

(End of provision)

K.4 FAR 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (MAR 2023)

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial products or commercial services.

(End of clause)

K.5 TECHNICAL DATA CERTIFICATION

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

[ ] None
[ ] Contract No. (and Subcontract No., if applicable)
Agency Name and Place of Delivery:

(End of Section K)

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO THE OFFERORS OR RESPONDENTS

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

52.204-7 SYSTEM FOR AWARD MANAGEMENT (NOV 2025)
52.215-1 INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION (NOV 2025)
52.215-16 FACILITIES CAPITAL COST OF MONEY (JUN 2003)

L.2. SOLICITATION PROVISIONS PROVIDED 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)

52.216-29 TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS—OTHER THAN COMMERCIAL ACQUISITION WITH ADEQUATE PRICE COMPETITION (NOV 2021)

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

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

(1) The offeror;

(2) Subcontractors; and/or

(3) Divisions, subsidiaries, or affiliates of the offeror under a common control;

(c) The offeror must establish fixed hourly rates using-

(1) Separate rates for each category of labor to be performed by each subcontractor and for each category of labor to be performed by the offeror, and for each category of labor to be transferred between divisions, subsidiaries, or affiliates of the offeror under a common control;

(2) Blended rates for each category of labor to be performed by the offeror, including labor transferred between divisions, subsidiaries, or affiliates of the offeror under a common control, and all subcontractors; or

(3) Any combination of separate and blended rates for each category of labor to be performed by the offeror, affiliates of the offeror under a common control, and subcontractors.

(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.

(e) 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 DISCLOSURE OF CONFLICTS OF INTEREST

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

b. The Offeror shall provide a statement in its technical proposal which describes in a concise manner all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which is related to the work under the request. The interest(s) described shall include those of the Offeror, its affiliates, proposed consultants, proposed subcontractors, and key personnel of any of the above. Past interest shall be limited to within one (1) year of the date of the Offeror's technical proposal. Affected organizations shall include, but are not limited to, the insurance industry. Key personnel shall include any person owning more than a twenty (20) percent interest in the offering firm, and the Offeror's corporate officers, its senior managers and any employee who is responsible for making a decision or taking an action on this Contract where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

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

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

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

f. The refusal to provide the disclosure or representation, or any additional information as required, may result in disqualification of the Offeror for award. If nondisclosure or misrepresentation is discovered after award, the resulting Contract may be terminated. If after award the Offeror discovers a conflict of interest with respect to the Contract; an immediate and full disclosure shall be made in writing to the Contracting Officer in accordance with Section H of this solicitation and resultant Contract. The disclosure shall include a description of the action

which the Offeror has taken or proposes to take to avoid or mitigate such conflict. The Contracting Officer may, however, determine that it is necessary to terminate the Contract.

L.4 PROPOSAL INSTRUCTIONS

a. **Questions:** All questions concerning the solicitation shall be submitted electronically to the NHTSA Office of Acquisition Management mailbox at NHTSAOAM@dot.gov, with a copy to Thomas Vandell, Contract Specialist, Thomas.vandell@dot.gov no later than July 21, 2026 2:00 PM EDT. Offerors shall include solicitation Number 693JJ926R00007 in the subject line.

Offerors shall submit questions via email and include the question as an attachment in Microsoft Word format. The email submission shall include at a minimum, the company name, address, point of contact, phone number and a reference point for where the question originated.

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

Questions and responses will be posted on www.sam.gov under the **693JJ926R00007**, entitled, "Questions and Reponses."

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

c. **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.

d. **When/Where/How to Submit:** Offerors shall submit the technical and business proposals via e-mail to: NHTSAOAM@dot.gov to the attention of Thomas Vandell, Contract Specialist, and reference the solicitation Number **693JJ926R000007** in the subject line. NHTSA cannot receive email messages containing a ZIP attachment. The file will be removed, as all ZIP files are blocked. Other file types (e.g. Excel, Word, PowerPointPDF, etc.) can be received. The Business Cost Proposal spreadsheets should be interactive so that the Contract Specialist can verify the calculations used to obtain the final cost.

e. **The Proposals are due no later than August, 14 2026 2:00 PM EDT.**

(Please include the Solicitation number (693JJ926R000007) and closing date on the forwarding proposal package).

L.4 FAR 52.216-1 TYPE OF CONTRACT (OCT 2025)

The Government contemplates a single award of a Time and Material (T&M) Contract resulting from this solicitation.

(End of provision)

L.5 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.

(End of provision)

L.6 GENERAL INFORMATION FOR OFFERORS

a. AWARD NOTICE

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

b. INCURRENCE OF COSTS

The Contracting Officer is the only individual who can legally commit or obligate the Government to the expenditure of public funds. No costs chargeable to the proposed Contract

can be incurred before the Contract is awarded or specific written authorization from the Contracting Officer is provided.

L.7 PROPOSAL FORMAT

The proposal shall consist of two volumes **(VOLUME I – TECHNICAL PROPOSAL) and VOLUME II – BUSINESS PROPOSAL**, with each divided into parts. Within each volume, the pages shall be consecutively numbered and all tables, exhibits, etc. shall be clearly identified and explained. The proposals submitted in response to this solicitation shall consist of the following two volumes.

1. VOLUME I – TECHNICAL PROPOSAL

The Technical Proposal shall consist of the following parts.

Part I: Table of Contents
Part II: Introduction
Part III: Technical Understanding and Approach
Part IV: Data Rights and Security Requirements
Part V: Qualifications of Project Personnel
Part VI: Corporate Experience and Past Performance

The Technical Proposal should contain a cover sheet that clearly identifies the Offeror's name, Solicitation number **[693JJ926R000007]**, date, and the number of the copy (i.e., copy x of 5)].

Technical proposals shall be limited to no more than **twenty (20) standard pages** comprising no more than thirteen (13) pages for the introduction and the description of the Offeror's technical approach, five (5) pages addressing data rights and security requirements, one (1) page describing and justifying the staffing plan to include staff assignments for each task, and one (1) page describing the Offeror's corporate experience and how it relates to the requirements of the proposed approach as well as policies, procedures, and techniques to assure cost-effective, quality performance. The 20-page limit does not include: cover page(s), table of contents, references, or documents related to the Qualifications of Project Personnel or Corporate Experience and Past Performance - CPARS. NHTSA defines a standard page as 8.5 x 11-inch paper with 1-inch top, bottom, left, and right margins. The font type shall be Times New Roman 12 point.

Offerors shall provide staff résumés as addendums to the technical proposal. Staff résumés shall be no more than two (2) standard pages in length.

Offerors shall identify the authors of their proposals and specify those sections for which the writers had major responsibility.

The Offeror shall not include cost/price data in **Volume I: Technical Proposal**

2. VOLUME II – BUSINESS PROPOSAL

The Business Proposal shall consist of the following parts.

Part I: Table of Contents
Part II: Cost/Price Information

Part III: Other Financial and Organizational Information

Part III shall consist of the following:

A. *Section K – Representations, Certifications, and Other Statements of Offerors or Respondents* and instructions under this section).
B. Offer – *Standard Form 33 – Solicitation, Offer, and Award* – Blocks 12 through 18 of this solicitation must be completed as appropriate, signed, and returned with the proposal.

The Business Proposal should contain a cover sheet that clearly identifies the Offeror's name, Solicitation number [693JJ926R000007], date, and the number of the copy (i.e., copy x of 5)].

The electronic submission(s) of the Business Proposals shall be submitted in a format compatible with Microsoft Office or PDF (i.e., MS Excel).

The electronic submission(s) of the Business Proposals shall allow the Government to interact with the data.

The Offeror shall include a statement that certifies that each electronic submission has been checked using a current version of virus detection software (no older than six (6) months) and has been identified as virus free. The Offeror is responsible for submitting electronic information free of viruses or corruption. ***NHTSA will not be liable for the failure to read and/or evaluate a technical or business proposal that contains a virus and/or similar problem.***

L.9 VOLUME I TECHNICAL PROPOSAL INSTRUCTIONS

A written technical proposal is required for this solicitation. The Technical Proposal, Volume I, will be evaluated in accordance with Section M.4. Volume I – Technical Proposal submitted in PDF, Microsoft Word, or a combination of these formats.

The Technical Proposal shall be separate from the Business Proposal.

The Technical Proposal shall:

- Adhere to the style detailed in the 7th Edition, *Publication Manual of the American Psychological Association* (APA).
- Not exceed twenty (20) pages in length, excluding cover page, table of contents, references, and documents related to the Qualifications of Project Personnel and Corporate Experience and Past Performance.
- Use Times New Roman 12-point font, with pages that have at least one (1) inch margins.
- Include resumes of key personnel that are limited to two (2) pages each and include dates for any projects listed.
- Include descriptions of ***the specific project tasks or responsibilities assigned to each proposed personnel member for the current project*****,** not simply the person's role or title for the project.
- Include detailed descriptions of the Offeror's approach to meeting the requirements in Part 1, Sections C.4. through C.6 of the solicitation.
- Summarize how the Offeror's experience relates to the objective and the requirements of this in Part 1, Sections C.4. through C.6 of the solicitation; how the Offeror plans to manage the contract; how the Offeror plans to communicate with the U.S. DOT, NHTSA, Office of Behavioral Safety Research (OBSR), and the COR; describe the policies, procedures, and techniques to be employed to assure cost-effective, quality performance.
- Be specific. Clearly and fully detail the Offeror's capabilities, knowledge, and related experience in performing the activities described in the Statement of Work. Stating that the Offeror understands and shall comply with the technical requirements is not adequate. Similarly, phrases such as "standard procedures will be employed" or "well-known techniques will be used" are not acceptable.
- Represent the Offeror's ability to write clearly and concisely about technical matters. Thus, the proposal should provide a well-written description of the Offeror's proposed approach.

Cost information shall only appear in the cost proposal section of the Offeror's submission.

Volume I Technical Proposal shall include the following parts.

PART I: TABLE OF CONTENTS

The Table of Contents shall be organized consistent with the structure identified in L.8.1.

PART II: INTRODUCTION

The Offeror shall provide a brief introduction and summary of its technical proposal.

PART III: TECHNICAL UNDERSTANDING & APPROACH (See M.4.1)

The Offeror shall demonstrate its understanding of the project's overall objectives and scope of work. Within the technical proposal, the Offeror shall indicate any assumptions made in conducting the effort. This section allows the Offeror to demonstrate familiarity and expertise with the area, including issues faced when conducting studies that require developing and building a smart phone app, collecting naturalistic driving data, questionnaire data, other kinds of behavioral traffic safety data, as well as the nuances of behavioral research design, findings, and interpretation.

The Offeror shall explain its overall approach to fulfilling the project's objectives as described in Section C. At a minimum, the proposal shall include a detailed, step-by-step approach for achieving the overall objectives, as well as the specific tasks described in in Part 1, Sections C.4. through C.6 of the solicitation. The Offeror must go beyond simply repeating the information provided in the solicitation and presenting the information as its own. In addressing its technical approach, the Offeror shall identify potential issues that may arise and provide recommendations for mitigating those problems.

The Offeror's proposal shall provide information about the way in which they shall design, develop, and test a smart phone app tailored to drivers 65 and older to answer the project requirements in in Part 1, Sections C.4. through C.6 of the solicitation. The proposal shall include information about the way in which the Offeror proposes to:

- Design a smart phone app for older drivers based on findings from Peterson et. al (under review).
- Develop and test a wireframe to ensure that it is easily comprehensible to older drivers.
- Build a prototype of the app informed by the wireframe testing.
- Pilot test the prototype on nine or fewer drivers and revise the prototype based on their performance and feedback.
- Design an FOT to test the app's performance, usability, and effects on behaviors for a sample of older drivers (the FOT will be conducted under a different project).
- Develop a draft submission for IRB approval, draft Information Collection Request, and draft Privacy Threat Assessment for the study design.
- Produce a final report describing the app's design and user interface, the iterative improvements that were made following wireframe testing, and the detailed results of the naturalistic driving study.

Although the Government has outlined an initial study design, the Offeror may propose methods to address the research questions that vary from the solicitation, particularly in response to an anticipated issue or problem. To do so, the Offeror is to first respond to all the specific requirements listed in Part 1, Sections C.4. through C.6 of this solicitation and then present any alternative approach as an option for the Government to consider. If partnering with others is proposed, the Offeror must address how coordination shall occur among all parties.

If the Offeror elects to submit an alternative approach to performing the requirements outlined in Part I, Section C of this solicitation and that alternative approach has an impact on the cost of the contract, then any discussion of this cost impact shall be provided as part of the Offeror's Cost/Business Proposal only.

PART IV: OLDER DRIVER APP DATA RIGHTS AND SECURITY REQUIREMENTS (See M.4.2)

1. Intellectual Property Assertion Table (IPAT)

The Offeror shall provide a comprehensive Intellectual Property Assertion Table (IPAT) identifying all software, algorithms, and technical data to be delivered with "Restricted" or "Limited" rights. The table must distinguish between Background IP (pre-existing proprietary tools) and Foreground IP (code developed specifically for the DOT). For any item where "Unlimited Rights" are not granted, the Offeror must provide a legal and technical justification explaining why the Government's mission cannot be accomplished using an "Unlimited Rights" or Open Source alternative. If no restricted rights are asserted, the Offeror shall provide a statement affirmatively granting Unlimited Rights to all APP Deliverables consistent with FAR 52.227-14.

2. Software Bill of Materials (SBOM) and Open Source Disclosure

The Offeror shall provide a preliminary Software Bill of Materials (SBOM) identifying all Open Source Software (OSS) and third-party libraries intended for use in the app. For each OSS component, the Offeror must identify the specific license (e.g., MIT, Apache, GPL, etc.) and certify that the license does not contain "copyleft" provisions that would legally compel the Government to release its unique application logic to the public.

3 Data Portability and Transition Plan

The Offeror shall describe its technical approach to ensuring Data Portability. This must include at a minimum a description of the "Build Environment" and the specific tools, compilers, and dependencies required for a third party to successfully build the app from the delivered source code.

4. Security Compliance

Consistent with TAR 1252.239-70, the Offeror shall submit a Security Compliance Roadmap detailing how the proposed application will meet the Department of Transportation's specific security controls. This roadmap at a minimum shall identify the FedRAMP-authorized environment where the backend will be hosted and describe the methodology for protecting Personally Identifiable Information (PII) of the driver community, both "at rest" and "in transit,"

Failure to provide the Intellectual Property Assertion Table (IPAT) or the required Software Bill of Materials (SBOM) may result in the proposal being determined non-compliant and excluded from further evaluation.

PART IV: QUALIFICATIONS OF PROJECT PERSONNEL (See M.4.3)

The Offeror shall ensure its proposed personnel have the knowledge, skill, experience, and qualifications to meet the requirements of the project. The Offeror shall submit resumes for the proposed personnel no longer than two (2) pages that include each person's role and specific actions and responsibilities under its proposal. Roles and responsibilities must be explained in detail; it is not sufficient to merely state the person's title and describe the project in general terms. The Offeror shall demonstrate that staff in key positions have a level of expertise that ensures the ability to successfully complete the work. Examples of qualifications that Offerors may use to demonstrate expertise include, but are not limited to, educational background, relevant research experience, and peer-reviewed publications. The Offeror shall indicate the availability of key staff members and whether any proposed personnel are subcontractors or consultants. Additionally, the Offeror's proposal shall include **a description of the specific project components/actions/responsibilities that shall be assigned to each person**; this information may be provided in resumes or throughout the technical proposal.

The Offeror shall highlight qualifications and expertise, and cite established work-related experience and formal education in the following areas related to research involving (at minimum):

- Design and execution of complex behavioral and/or social science research studies.
- Design, execution, analysis, and interpretation of research on the effects of aging on skills that underlie safe driving (e.g., sensation, perception, cognition, motor control, and vulnerability to distraction) and effectiveness of feedback types.
- Design, execution, analysis, and interpretation of research studies in the areas of traffic safety, older drivers, and driving performance;
- Technical report writing, both for scientific and non-scientific audiences.
- APP design, iterative development, wireframe testing, prototype testing, pilot testing, modifying as necessary, and app deployment, especially for APPs aimed at behavior change.
- Preparation of materials for administrative requirements such as Institutional Review Board (IRB) approvals, Privacy Threshold Assessments (PTA), and Information Collection Requests (ICR) to comply with the Paperwork Reduction Act (PRA);
- Successful source code handover to a government agency or large enterprise.
- Experience navigating a Federal agency security authorization process for a mobile application or similar technology.

PART V: CORPORATE EXPERIENCE AND PAST PERFORMANCE (See M.4.4)

The Offeror shall provide a list of recently completed projects that were similar to the effort described in this solicitation and that highlight qualifications and expertise, and cite/link to established work-related experience and published reports/articles in the following areas of research involving the following (at minimum):

- Design and execution of complex behavioral and/or social science research studies.
- Design, execution, analysis, and interpretation of research on the effects of aging on skills that underlie safe driving (e.g., sensation, perception, cognition, motor control, and vulnerability to distraction) and effectiveness of feedback types.
- Design, execution, analysis, and interpretation of research studies in the areas of traffic safety, older drivers, and driving performance;
- Technical report writing, both for scientific and non-scientific audiences.
- APP design, iterative development, wireframe testing, prototype testing, pilot testing, modifying as necessary, and app deployment, especially for APPs aimed at behavior change.
- Preparation of materials for administrative requirements such as Institutional Review Board (IRB) approvals, Privacy Threshold Assessments (PTA), and Information Collection Requests (ICR) to comply with the Paperwork Reduction Act (PRA);
- Successful source code handover to a government agency or large enterprise.
- Experience navigating a Federal agency security authorization process for a mobile application or similar technology.

The Offeror must provide details of corporate experience including project description and how that project's objectives or tasks are similar to this project. The Offeror shall also provide at least three (3) CPARS references that have received services from the Offeror, which are comparable to those described in this solicitation. The Government may contact the customer point of contact (POC) for verification, both POC's telephone and email addresses must be accompany the CPARS references and be accurate and current.

For Past Performance, the Offeror shall provide a list of at least three (3) recent projects and provide the following

- Title;
- Description of the objectives and key tasks;
- Sponsor;
- Project manager's contact information (name, email and phone number), and

Key deliverables, such as data collection plans, interim reports, draft final reports, final report, and the original scheduled due dates, and submission date of the version of the deliverable that was approved by the sponsor. If the Contractor has previous contracts with

NHTSA, this list shall consist of the Contractor's most recent projects with NHTSA, including current projects.

The Offeror also shall provide information regarding any contracts that were terminated for default or convenience of the Government within the past three years, including an explanation of the circumstances.

L.10 VOLUME II BUSINESS PROPOSAL INSTRUCTIONS

Volume II Business Proposal shall be separate from Volume I, and shall contain all pricing information and certain general financial/organizational information as described below. Volume II Business Proposal shall include the following parts.

PART I: TABLE OF CONTENTS

The Table of Contents shall be organized consistent with the structure identified in L.8.2.

PART II - COST/PRICE INFORMATION

a. **Cost/price Assumptions:**

The Offeror shall support its total cost for the task(s) outlined in Part I, Section C, Descriptions/Specifications/Work Statement of this solicitation and, shall contain the Offerors best terms from a cost standpoint with applicable discounts for consideration of the total effort. The cost proposal shall be prepared in accordance with the Offerors accounting system and practices and the format of the Cost Proposal template provided as attachment J.1. Cost Proposal Template (T&M), Other Direct Cost (ODCs) costs shall be provided in the Excel format of attachment J.2 Other Direct Cost Breakdown Spreadsheet, and all anticipated Travel shall be provided in the format of attachment J.4. Travel Spreadsheet. The Business Cost Proposal shall illustrate cost data by cost element (material, labor, indirect costs, etc.).

b. **Costs Breakdown:**

For planning purposes, the Contractor should assume an award date **on or about <u>August 30, 2026</u>**.At a minimum, the business proposal shall include:

- **Labor Rates/Categories:** Provide labor rates/categories for all proposed staff. Proposal should also include yearly escalation rates. Anticipated promotions for any personnel shall be included with the escalation calculation. The annual direct labor escalation rate and its basis shall be clearly stated with the proposal. Discuss the proposed rate as

compared to historical experience and include when and how escalation will be calculated/implemented.

- **Proposed Labor:** Offerors should propose the appropriate labor mix to complete the requirements in Part 1, Sections C.4. through C.6 of the solicitation.

- **Productive Hours:** Define "direct productive hours" and how vacation, sick and other types of leave are accrued, charged, and accounted for.

- **Indirect Rates:** Discuss the proposed indirect rates for all years and how they are applied/calculated. Identify the various specific indirect rates and what they are based on (e.g., labor overhead based on direct labor dollars). State any differing rate applications (for example, if there is a different proposed rate when applied to travel than when applied to subcontractor costs). Offerors must provide total dollar amounts as well as percentages.

- **Subcontracts/Consultants [as appropriate]:** The Offeror shall include subcontract information for proposed subcontractors/independent consultants, including:

  i. Name and address of the Subcontractor or consultant;
  ii. Identify the position and the portion of the work to be completed;
  iii. Extent to which adequate price competition was obtained, or justification in its absence. This information should be in a Negotiation Memorandum Format describing the Prime Contractors approach for identifying appropriate subcontractors and/or consultants inclusive of methods used to determine cost reasonableness;
  iv. Statement as to whether or not the proposed Subcontractor is on the list of Parties Excluded from Federal Procurement (ELPS) and Non-Procurement Programs;
  v. Cost proposal inclusive of any supporting documentation needed to substantiate proposed rates, hours, and overall costs. Offerors are responsible for performing a cost reasonableness analysis on all its proposed Subcontractors and Consultants in accordance with FAR 15.404-3 and this analysis shall be included in the Negotiation Memorandum described above in subparagraph c., : and
  vi. Letters of Commitment from the Subcontractor/Consultants indicating their intent to participate in the project.
  vii. Submit a completed Subcontract Checklist (See Attachment J.3).vii. Submit a completed Disclosure of Lobbying Activities (See Attachment J.5).

- **Other Direct Costs (ODCs):** This category includes materials, equipment, travel, etc. The Offeror shall consolidate ODCs into one-line item. However, a separate schedule

shall be provided to breakdown ODCs. The schedule shall provide a detailed itemization of each ODC proposed and shall also provide rationale for the need of each item.

- **Other Divisions:** If other divisions, subsidiaries and parent/affiliated companies will perform work or furnish materials under this proposed Contract, provide the name, location, and inter-company pricing agreement for evaluation.

- **Travel:** All proposed travel costs shall be in accordance with the Federal Travel Regulations (FTR). **The Offeror shall list any assumptions made in calculating travel costs.**

- **Fee:** Offeror may propose a fee for this effort. However, the basis and applicability must be clearly identified in the proposal submission.

Right of Examination: By submitting a proposal, the Offeror grants the CO or an Authorized Representative the right to examine any books, records, documents or other supporting data that will permit adequate evaluation of the proposed cost. NHTSA may exercise this right any time before award.

L.7 PROPOSAL REQUIRED 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:

- **Standard Form 33**: One (1) completed copy unbound; with original signature;
- **Section K** - Representation, Certifications and Other Statements of Offerors - must be completed and submitted as a part of the Offeror's proposal;
- **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
- **Conflict of Interest** – One (1) disclosure of conflict of interest statement submitted in accordance with Section L.2.

PART III - OTHER FINANCIAL/ORGANIZATIONAL INFORMATION

The Offeror 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 (3) 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 Offeror's 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. Unique Entity Identifier (UEI).
g. If the Offeror takes exception to any of the terms/conditions of the solicitation, the Offeror shall note these exceptions and provide an explanation of each.

(End of Section L)

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 EVALUATION, NEGOTIATIONS, AND AWARD PROCESS

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 proposed prices as reflected in Section M.5 BUSINESS PROPOSAL will be considered if their technical proposal is found to be technically acceptable as a result of the evaluation in PHASE ONE. The review of the Offeror's cost will be made independently of the technical review. The business proposal for unacceptable technical proposals will not be evaluated.

B. The Evaluation Factors set forth in Section M.4 will be used in evaluating Technical Proposals. Guidance on the contents of the proposal 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.

C. Discussions may be conducted with those Offerors whose proposals are technically acceptable and, when combined with their cost proposals, place them in the competitive range. Discussions will be conducted to the extent deemed necessary by the Government. However, Offerors are cautioned to submit proposals on the most favorable basis since the Government reserves the right to make an award without discussions, in accordance with FAR 52.215-1 Instructions to Offerors-Competitive Acquisition.

D. Any Contract(s) resulting from this solicitation will be awarded to the responsible Offeror whose technically acceptable proposal, conforming to the solicitation, will be most advantageous to the Government, price and other factors considered. Evaluation and selection for award under this procurement will be in accordance with FAR 15.3 Source Selection.

M.2 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) Technical Understanding and Approach
2) Older Driver APP Data Rights and Security Requirements
3) Qualifications of Project Personnel
4) Corporate Experience and Past Performance

Note: 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.3 TECHNICAL EVALUATION FACTORS

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

M.3.1 - Technical Understanding and Approach
M.3.2 - Older Driver APP Data Rights and Security Requirements
M.3.2 - Qualifications of Project Personnel
M.3.3 - Corporate Experience and Past Performance

M.3.1 Technical Understanding and Approach (See L.9, Part III)

The Offeror will be evaluated on its technical approach to meeting contract requirements and the information provided in response to Section L.1. The Offeror's technical approach will be evaluated on:

- The extent to which the proposed approach evidences the Offeror's understanding of the project's objectives and the complexities;
- The extent to which the proposed approach evidences the Offeror's familiarity with the project's objectives and the complexities;
- The completeness of the proposed approach, as demonstrated by a detailed, step-by-step plan for achieving the overall objectives of the project, as well as the objectives of each individual task;

- The extent to which the proposed approach is appropriate to address the project objectives;
- The soundness of the proposed approach;
- The quality and thoroughness of its discussion of potential problems and issues the Offeror may encounter when performing the work and the actions they can take to mitigate or eliminate those problems;
- Writing quality; the proposal shall be considered an example of the Offeror's writing ability; and
- The efficient use of resources.
- The extent to which the Offeror adheres to the Technical Proposal Instructions (Section L.9).

M.3.2 Older Driver APP Data Rights and Security Requirements

The Offeror's proposal will be evaluated on the extent to which the proposed software development methodology and data rights assertions provide a high-quality, maintainable, and portable solution for the Older Driver APP. This evaluation will include the following.

- The Government will evaluate the Intellectual Property Assertion Table (IPAT) provided in response to Section L.9. The Government prefers proposals that include more value added Unlimited Rights (as defined in FAR 52.227-14) to all APP Deliverables, including unique source code, architecture, and logic. The Government will assess the impact of any "Restricted" or "Limited" rights assertions on the Agency's ability to maintain, modify, or re-compete the app. The Government prefers proposals that limit assertions of proprietary "Background IP" within the core functionality of the app.

- The Government will evaluate the Software Bill of Materials (SBOM) and Open Source Management and the Offeror's strategy for managing third-party and Open Source Software (OSS) licenses provided in response to Section L.9. The Government will evaluate the Offeror's ability to integrate OSS without triggering "copyleft" or restrictive licensing obligations (e.g., GPL) that would conflict with the Government's requirement for Unlimited Rights to the primary app code. The Government will evaluate the Offeror's process for identifying, tracking, and patching vulnerabilities within the identified SBOM components throughout the development lifecycle.

- The Government will evaluate the Data Portability and Transition Plan provided in response to Section L.9 to the extent to which the Offeror's proposed "Build Environment" and documentation allow for a seamless transition to the Government or a successor contractor and whether the proposal provides a detailed roadmap for delivering all technical data required to compile, link, and install the software independently of the Contractor's proprietary infrastructure.

- The Government will evaluate the Security Compliance Roadmap provide in response to Section L.9 to determine the extent it meets the Department of Transportation's security requirements for unclassified technologies.

M.3.3 Qualifications of Project Personnel (See L.9, Part V)

The Offeror will be evaluated on the suitability and quality of its proposed staff. Specifically, the personnel must have the necessary knowledge, skill, experience, and level of education to carry out the tasks described the statement of work; this information must be clearly conveyed in the resumes and other details provided.

The proposed personnel will be evaluated on the degree to which they have established expertise and formal education in the following, particularly as related to research involving:

- Design and execution of complex behavioral and/or social science research studies.
- Design, execution, analysis, and interpretation of research on the effects of aging on skills that underlie safe driving (e.g., sensation, perception, cognition, motor control, and vulnerability to distraction) and effectiveness of feedback types.
- Design, execution, analysis, and interpretation of research studies in the areas of traffic safety, older drivers, and driving performance;
- Technical report writing, both for scientific and non-scientific audiences.
- APP design, iterative development, wireframe testing, prototype testing, pilot testing, modifying as necessary, and app deployment, especially for APPs aimed at behavior change.
- Preparation of materials for administrative requirements such as Institutional Review Board (IRB) approvals, Privacy Threshold Assessments (PTA), and Information Collection Requests (ICR) to comply with the Paperwork Reduction Act (PRA)
- Successful source code handover to a government agency or large enterprise.
- Experience navigating a Federal agency security authorization process for a mobile application or similar technology.

M.3.3 Corporate Experience and Past Performance (See L.9, Part IV)

Past performance will assess the quality of the offeror's past performance on behavioral research contracts consistent in scope, size, and complexity with this requirement. NHTSA is seeking to determine whether the offeror has technical and managerial capability to perform the activities required for this project, and whether the offeror has consistently delivered quality services in a timely manner.

The Offeror will be evaluated on its ability to conduct the work required in this solicitation and its performance with similar efforts, including its corporate experience and past performance with behavioral traffic safety research similar to the work described in this solicitation and that required, at a minimum, the following:

- Design and execution of complex behavioral and/or social science research studies.
- Design, execution, analysis, and interpretation of research on the effects of aging on skills that underlie safe driving (e.g., sensation, perception, cognition, motor control, and vulnerability to distraction) and effectiveness of feedback types.
- Design, execution, analysis, and interpretation of research studies in the areas of traffic safety, older drivers, and driving performance;
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- Successful source code handover to a government agency or large enterprise.
- Experience navigating a Federal agency security authorization process for a mobile application or similar technology.

The quality of the Offeror's experience and past performance will be based on information contained in the Offeror's proposal and the other information that the Government obtains through reference checks and other means. The past performance information and assessment may include the Offeror's record of providing high quality services in a timely manner with the federal government. If partnering with others is proposed, the Offeror must address how coordination will occur between all parties.

Note: Offerors with no relevant past performance information will be rated neutral for Past Performance for this evaluation factor. Offerors who have a record of past performance, but whose past performance is evaluated as poor, will receive an overall poor score for this factor.

M.4 BUSINESS PROPOSAL

Price and other business factors will be evaluated separately and applied in the determination of Best Value. The completeness and accuracy of cost/price 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 cost evaluation will be based on cost analysis, cost reasonableness, and comparison with 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 Contract 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 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.

(End of Section M)