

STATE OF SOUTH DAKOTA
DEPARTMENT OF PUBLIC SAFETY, OFFICE OF HIGHWAY SAFETY
118 WEST CAPITOL AVENUE
PIERRE, SD 57501

Observational Survey of Seat Belt Use
PROPOSALS ARE DUE NO LATER THAN MARCH 29, 2023 AT 5:00PM CDT

RFP #: 23RFP8382 State POC: Amanda Kurth EMAIL: Amanda.Kurth@state.sd.us

READ CAREFULLY

FIRM NAME: _____ AUTHORIZED SIGNATURE: _____

ADDRESS: _____ TYPE OR PRINT NAME: _____

CITY/STATE: _____ TELEPHONE NO: _____

ZIP (9 DIGIT): _____ FAX NO: _____

E-MAIL: _____

PRIMARY CONTACT INFORMATION

CONTACT NAME: _____ TELEPHONE NO: _____

FAX NO: _____ E-MAIL: _____

1.0 GENERAL INFORMATION

1.1 PURPOSE OF REQUEST FOR PROPOSAL (RFP)

The South Dakota Department of Public Safety, through its Office of Highway Safety (OHS), requests proposals to conduct an observational survey of seat belt use in South Dakota that complies with the National Highway Traffic Safety Administration's (NHTSA) *Uniform Criteria for State Observational Surveys of Seat Belt Use (Uniform Criteria)*.

1.2 ISSUING OFFICE AND RFP REFERENCE NUMBER

The Office of Highway Safety is the issuing office for this document and all subsequent addenda relating to it, on behalf of the State of South Dakota, Office of Highway Safety. The reference number for the transaction is RFP #23RFP8382. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

1.3 SCHEDULE OF ACTIVITIES (SUBJECT TO CHANGE)

RFP Publication	March 1, 2023
Deadline for Submission of Written Inquiries	March 15, 2023
Responses to Offeror Questions	March 17, 2023
Proposal Submission	March 29, 2023 at 5:00pm CDT
Anticipated Award Decision/Contract Negotiation	April 12, 2023
Anticipated Contract Timeframe	May 1, 2023-September 30, 2025

1.4 SUBMITTING YOUR PROPOSAL

All proposals must be completed and received in the Office of Highway Safety by the date and time indicated in the Schedule of Activities.

Proposals received after the deadline will be late and ineligible for consideration.

An original and three (3) identical copies of the proposal shall be submitted.

All proposals must be signed, in ink, by an officer of the responder, legally authorized to bind the responder to the proposal, and sealed in the form intended by the respondent. Proposals that are not properly signed may be rejected. The sealed envelope should be marked with the appropriate RFP Number and Title. **Proposals should be addressed and labeled as follows:**

**Amanda Kurth
Office of Highway Safety
118 West Capitol Avenue
Pierre, SD 57501**

**REQUEST FOR PROPOSAL #23RFP8382
PROPOSAL DUE: March 29, 2023 at 5:00pm CDT**

No proposal shall be accepted from, or no contract or purchase order shall be awarded to any person, firm or corporation that is in arrears upon any obligations to the State of South Dakota, or that otherwise may be deemed irresponsible or unreliable by the State of South Dakota.

1.5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

By signing and submitting this proposal, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from

participation, by any Federal department or agency, from transactions involving the use of Federal funds. Where the offeror is unable to certify to any of the statements in this certification, the bidder shall attach an explanation to their offer.

1.6 NON-DISCRIMINATION STATEMENT

The State of South Dakota requires that all contractors, vendors, and suppliers doing business with any State agency, department, or institution, provide a statement of non-discrimination. By signing and submitting their proposal, the offeror certifies they do not discriminate in their employment practices with regard to race, color, creed, religion, age, sex, ancestry, national origin or disability.

1.7 CERTIFICATION RELATING TO PROHIBITED ENTITY

For contractors, vendors, suppliers, or subcontractors who enter into a contract with the State of South Dakota by submitting a response to this solicitation or agreeing to contract with the State, the bidder or offeror certifies and agrees that the following information is correct:

The bidder or offeror, in preparing its response or offer or in considering proposals submitted from qualified, potential vendors, suppliers, and subcontractors, or in the solicitation, selection, or commercial treatment of any vendor, supplier, or subcontractor, is not an entity, regardless of its principal place of business, that is ultimately owned or controlled, directly or indirectly, by a foreign national, a foreign parent entity, or foreign government from China, Iran, North Korea, Russia, Cuba, or Venezuela, as defined by South Dakota Executive Order 2023-02. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to reject the bid or response submitted by the bidder or offeror on this project and terminate any contract awarded based on the bid or response. The successful bidder or offeror further agrees to provide immediate written notice to the contracting executive branch agency if during the term of the contract it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination.

1.8 RESTRICTION OF BOYCOTT OF ISRAEL

For contractors, vendors, suppliers, or subcontractors with five (5) or more employees who enter into a contract with the State of South Dakota that involves the expenditure of one hundred thousand dollars (\$100,000) or more, by submitting a response to this solicitation or agreeing to contract with the State, the bidder or offeror certifies and agrees that the following information is correct:

The bidder or offeror, in preparing its response or offer or in considering proposals submitted from qualified, potential vendors, suppliers, and subcontractors, or in the solicitation, selection, or commercial treatment of any vendor, supplier, or subcontractor, has not refused to transact business activities, has not terminated business activities, and has not taken other similar actions intended to limit its commercial relations, related to the subject matter of the bid or offer, with a person or entity on the basis of Israeli national origin, or residence or incorporation in Israel or its territories, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to reject the bid or response submitted by the bidder or offeror on this project and terminate any contract awarded based on the bid or response. The successful bidder or offeror further agrees to provide immediate written notice to the contracting executive branch agency if during the term of the contract it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination.

1.9 MODIFICATION OR WITHDRAWAL OF PROPOSALS

Proposals may be modified or withdrawn by the offeror prior to the established due date and time.

No oral, telephonic, telegraphic or facsimile responses or modifications to informal, formal bids, or Request for Proposals will be considered.

1.10 OFFEROR INQUIRIES

Offerors may email inquiries concerning this RFP to obtain clarification of requirements. No inquiries will be accepted after the date and time indicated in the Schedule of Activities. Inquiries must be emailed to Amanda Kurth at Amanda.Kurth@state.sd.us with the subject line "RFP #23RFP8382".

The Office of Highway Safety will respond to offeror's inquiries (if required) via e-mail. In addition, all inquiries and the State's response will be posted on the state's e-procurement system. Offerors may not rely on any other statements, either of a written or oral nature, that alter any specification or other term or condition of this RFP. Offerors will be notified in the same manner as indicated above regarding any modifications to this RFP.

1.11 PROPRIETARY INFORMATION

The proposal of the successful offeror(s) becomes public information. Proprietary information can be protected under limited circumstances such as client lists and non-public financial statements. An entire proposal may not be marked as proprietary. Offerors must clearly identify in the Executive Summary and mark in the body of the proposal any specific proprietary information they are requesting to be protected. The Executive Summary must contain specific justification explaining why the information is to be protected. Proposals may be reviewed and evaluated by any person at the discretion of the State. All materials submitted become the property of the State of South Dakota and may be returned only at the State's option.

1.12 LENGTH OF CONTRACT

The length of the contract is anticipated to commence May 1, 2023 and expire September 30, 2025.

1.13 GOVERNING LAW

Venue for any and all legal action regarding or arising out of the transaction covered herein shall be solely in the State of South Dakota. The laws of South Dakota shall govern this transaction.

1.14 DISCUSSIONS WITH OFFERORS (ORAL PRESENTATION/NEGOTIATIONS)

An oral presentation by an offeror to clarify a proposal may be required at the sole discretion of the State. However, the State may award a contract based on the initial proposals received without discussion with the Offeror. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the offeror's expense.

This process is a Request for Proposal/Competitive Negotiation process. Each Proposal shall be evaluated, and each respondent shall be available for negotiation meetings at the State's request. The State reserves the right to negotiate on any and/or all components of every proposal submitted. From the time the proposals are submitted until the formal award of a contract, each proposal is considered a working document and as such, will be kept confidential. The negotiation discussions will also be held as confidential until such time as the award is completed.

2.0 STANDARD CONTRACT TERMS AND CONDITIONS

Any contract or agreement resulting from this RFP will include the State's standard terms and conditions as listed below, along with any additional terms and conditions as negotiated by the parties:

- 2.1** The Contractor will perform those services described in the Scope of Work, attached hereto as Section 3 of the RFP and by this reference incorporated herein.
- 2.2** The Contractor's services under this Agreement shall commence on May 1, 2023 and end on September 30, 2025 unless sooner terminated pursuant to the terms hereof.
- 2.3** The Contractor will not use State equipment, supplies or facilities. The Contractor will provide the State with its Employer Identification Number, Federal Tax Identification Number or Social Security Number upon execution of this Agreement.
- 2.4** The State will make payment for services upon satisfactory completion of the services. The TOTAL CONTRACT AMOUNT is an amount not to exceed \$TBD. The State will not pay Contractor's expenses as a separate item. Payment will be made pursuant to itemized invoices submitted with a signed state voucher. Payment will be made consistent with SDCL ch. 5-26.
- 2.5** The Contractor agrees to indemnify and hold the State of South Dakota, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings that may arise as the result of performing services hereunder. This section does not require the Contractor to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents or employees.
- 2.6** The Contractor, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:
- A. Commercial General Liability Insurance:
- The Contractor shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000.00 for each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this Agreement or be no less than two times the occurrence limit.
- B. Professional Liability Insurance or Miscellaneous Professional Liability Insurance:
- The Contractor agrees to procure and maintain professional liability insurance or miscellaneous professional liability insurance with a limit not less than \$1,000,000.00.
- C. Business Automobile Liability Insurance:
- The Contractor shall maintain business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000.00 for each accident. Such insurance shall include coverage for owned, hired and non-owned vehicles.
- D. Worker's Compensation Insurance:
- The Contractor shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.
- Before beginning work under this Agreement, Contractor shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement. In the event a substantial change in insurance, issuance of a new policy, cancellation or nonrenewal of the policy, the Contractor agrees to provide immediate notice to the State and provide a new certificate of insurance showing continuous coverage in the amounts required. Contractor shall furnish copies of insurance policies if requested by the State.
- 2.7** While performing services hereunder, the Contractor is an independent contractor and not an officer, agent, or employee of the State of South Dakota.

- 2.8** Contractor agrees to report to the State any event encountered in the course of performance of this Agreement which results in injury to the person or property of third parties, or which may otherwise subject Contractor or the State to liability. Contractor shall report any such event to the State immediately upon discovery.
- Contractor's obligation under this section shall only be to report the occurrence of any event to the State and to make any other report provided for by their duties or applicable law. Contractor's obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications). Reporting to the State under this section shall not excuse or satisfy any obligation of Contractor to report any event to law enforcement or other entities under the requirements of any applicable law.
- 2.9** This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event the Contractor breaches any of the terms or conditions hereof, this Agreement may be terminated by the State at any time with or without notice. If termination for such a default is effected by the State, any payments due to Contractor at the time of termination may be adjusted to cover any additional costs to the State because of Contractor's default. Upon termination the State may take over the work and may award another party an agreement to complete the work under this Agreement. If after the State terminates for a default by Contractor it is determined that Contractor was not at fault, then the Contractor shall be paid for eligible services rendered and expenses incurred up to the date of termination.
- 2.10** This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.
- 2.11** This Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.
- 2.12** This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.
- 2.13** The Contractor will comply with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant to this Agreement, and will be solely responsible for obtaining current information on such requirements.
- 2.14** The Contractor may not use subcontractors to perform the services described herein without the express prior written consent of the State. The Contractor will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Contractor will cause its subcontractors, agents, and employees to comply, with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.
- 2.15** Contractor hereby acknowledges and agrees that all reports, plans, specifications, technical data, miscellaneous drawings, software system programs and documentation, procedures, or files, operating instructions and procedures, source code(s) and documentation, including those necessary to upgrade and maintain the software program, and all information contained therein provided to the State by the Contractor in connection with its performance of services under this Agreement shall belong to and is the property of the State and will not be used in any way by the Contractor without the written consent of the State. Papers, reports, forms, software programs, source code(s) and other material which are a part of the work under this Agreement will not be copyrighted without written approval of the State.

- 2.16** The Contractor certifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment or suspension, or declared ineligible from participating in transactions by the federal government or any state or local government department or agency. Contractor further agrees that it will immediately notify the State if during the term of this Agreement Contractor or its principals become subject to debarment, suspension or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency.
- 2.17** Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to Amanda Kurth on behalf of the State, and by _____, on behalf of the Contractor, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.
- 2.18** In the event that any court of competent jurisdiction shall hold any provision of this Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof.
- 2.19** All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

3.0 SCOPE OF WORK

- Conduct an annual observational survey of seat belt use in South Dakota that complies with the National Highway Traffic Safety Administration's (NHTSA) Uniform Criteria for State Observational Surveys of Seat Belt Use (Uniform Criteria) in the summer of 2023, 2024, and 2025.
- Become knowledgeable about the Uniform Criteria for State Observational Surveys of Seat Belt Use. See Attachment A.
- Determine whether the 320 observation sites used on the 2022 survey can be safely used for the 2023, 2024, and 2025 projects.
- Define the observational procedure in compliance with 23 US Part 1340 Uniform Criteria for State Observational Surveys of Seat Belt Use Subpart B – Survey Design Requirements and Subpart C – Administrative Requirements. See Attachment A.
- Prepare observational assignments including schedules and maps for individual observers, instruction manuals and the data collection instrument.
- Communicate with South Dakota entity contracted to complete the field observation portion of the seat belt survey.
- Train observers in accordance with NHTSA guidelines.
- Randomly monitor observers at observation sites during the statewide survey.
- Collect data through the use of a tablet, if available.
- Collect hardcopy and electronically transmitted data from each observer.
- Produce estimates of seat belt use, a standard error that does not exceed 2.5 percent, and a nonresponse rate for the entire survey that does not exceed 10 percent.
- Complete Part B of the reporting form from the Uniform Criteria, to be completed by a survey statistician. See Attachment A. Part A to be completed by the Office of Highway Safety.
- Provide a completed seat belt rate certification to the Office of Highway Safety Director.
- Provide one report in two formats, one an accessible Microsoft Word format and one in an accessible pdf format prepared with Adobe Acrobat
 - Documentation must be provided to the Office of Highway Safety showing the report has met the accessibility checks in Word and Adobe Acrobat.
 - The report must include, but not limited to the sample design, county selection, road segment selection, reserve sample, site selection, staff selection and training, observation periods and quality control, imputation, sampling weights, non-response adjustment, seat belt use estimator, variance estimation, overall measures of seat belt use, seat belt use summary tables and cell phone use.

- Conduct 2023, 2024, and 2025 seat belt observation survey in compliance with the Uniform Criteria for State Observational Surveys of Seat Belt Use and other annual survey as requested by the State.

4.0 PROPOSAL REQUIREMENTS AND COMPANY QUALIFICATIONS

- 4.1** The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories and that the State of South Dakota is under no obligation to solicit such information if it is not included with the proposal. The offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal.
- 4.2** **Offeror's Contacts:** Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. Offerors and their agents may not contact any state employee other than the buyer of record regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.
- 4.3** The offeror may be required to submit a copy of their most recent audited financial statements upon the State's request.
- 4.4** **Work Plan:** Submit a proposed Work Plan including a statement of the goals and tasks to demonstrate the offeror's view and understanding of the nature of the project. Offeror must present a clear understanding of what is to be accomplished by the survey; and the quality and focus of the response must articulate an understanding of the project's description and the overall duties and responsibilities of the respondent.

The Work Plan should include a description of the deliverables to be provided by the offeror and details identifying the major tasks to be accomplished and potentially used as a scheduling and managing tool and a basis for invoicing. Offeror must describe the preparations required to coordinate a Summer 2023, 2024, and 2025 seat belt observation survey in South Dakota. Include a description of the observer training and training materials that will be provided. Explain the procedures for data collection, data collection instruments, and a plan for responding to missing or inaccurate data. Explain the data sources, methods for data analysis, categories to be included in the analysis, and propose an outline for the final report that includes the tables that will be presented.

- 4.5** **Qualifications and Experience:** Provide an outline of the offeror's qualifications and experience with examples of similar work done by the offeror and a list of personnel anticipated to conduct the project, detailing the individuals' training and similar experience. Resumes or other information about project personnel should not, if possible, contain personal telephone numbers, home addresses or home email addresses. Explain experience in the development and application of weighting formulas.

Outline the offeror's background and experience conducting NHTSA-approved seat belt observational surveys, analyzing the data, generating NHTSA-approved state safety belt rates, and producing reports that can be easily understood. Explain experience in the development and application of weighting formulas. Identify experience with the analysis methodology currently in use in South Dakota as well as statistical work, survey design and probability-based sampling.

The proposal must identify the name and describe the qualifications of a NHTSA-qualified survey statistician meeting the requirements identified in §1340.8(c) of the Uniform Criteria which states: §1340.8 Quality control.

(c) *Statistical review.* Survey results shall be reviewed and approved by a survey statistician, i.e., a person with knowledge of the design of probability-based multi-stage samples, statistical estimators from such designs, and variance estimation of such estimators.

Provide the following information related to at least three previous and current service/contracts, performed by the offeror's organization, which are similar to the requirements of this RFP. Provide this information for any service/contract that has been terminated, expired or not renewed in the past three years.

- a. Name, address and telephone number of client/contracting agency and a representative of that agency who may be contacted for verification of all information submitted;
- b. Dates of the service/contract; and
- c. A brief, written description of the specific prior services performed and requirements thereof.

5.0 PROPOSAL RESPONSE FORMAT

5.1 An original and three (3) copies shall be submitted.

5.1.1 In addition, the offeror should provide one (1) copy of their entire proposal, including all attachments, in Microsoft Word or PDF electronic format (flash drive, USB drive, etc.) Offerors may not send the electronically formatted copy of their proposal via email.

5.1.2 The proposal should be page numbered and should have an index and/or a table of contents referencing the appropriate page number.

5.2 All proposals must be organized and tabbed with labels for the following headings:

5.2.1 **RFP Form.** The State's Request for Proposal form completed and signed.

5.2.2 **Executive Summary.** The one or two page executive summary is to briefly describe the offeror's proposal. This summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the offeror. The reader should be able to determine the essence of the proposal by reading the executive summary. Proprietary information requests should be identified in this section.

5.2.3 **Detailed Response.** This section should constitute the major portion of the proposal and must contain at least the following information:

5.2.3.1 A complete narrative of the offeror's assessment of the work to be performed, the offeror's ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the offeror's understanding of the desired overall performance expectations.

5.2.3.2 A specific point-by-point response, in the order listed, to each requirement in the RFP. The response should identify each requirement being addressed as enumerated in the RFP.

5.2.3.3 A clear description of any options or alternatives proposed.

5.2.4 **Cost Proposal.** Cost will be evaluated independently from the technical proposal. Offerors may submit multiple cost proposals. All costs related to the provision of the required services must be included in each cost proposal offered.

See section 7.0 for more information related to the cost proposal.

6.0 PROPOSAL EVALUATION AND AWARD PROCESS

- 6.1** After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use subjective judgment in conducting a comparative assessment of the proposal by considering each of the following criteria:
- 6.1.1 Specialized expertise, capabilities, and technical competence as demonstrated by the proposed approach and methodology to meet the project requirements;
 - 6.1.2 Resources available to perform the work, including any specialized services, within the specified time limits for the project;
 - 6.1.3 Record of past performance, including price and cost data from previous projects, quality of work, ability to meet schedules, cost control, and contract administration;
 - 6.1.4 Availability to the project locale;
 - 6.1.5 Familiarity with the project locale;
 - 6.1.6 Proposed project management techniques; and
 - 6.1.7 Ability and proven history in handling special project constraints.
- 6.2** Experience and reliability of the offeror's organization are considered subjectively in the evaluation process. Therefore, the offeror is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.
- 6.3** The qualifications of the personnel proposed by the offeror to perform the requirements of this RFP, whether from the offeror's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the offeror should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.
- 6.4** The State reserves the right to reject any or all proposals, waive technicalities, and make award(s) as deemed to be in the best interest of the State of South Dakota.
- 6.5 Award:** The requesting agency and the highest ranked offeror shall mutually discuss and refine the scope of services for the project and shall negotiate terms, including compensation and performance schedule.
- 6.5.1 If the agency and the highest ranked offeror are unable for any reason to negotiate a contract at a compensation level that is reasonable and fair to the agency, the agency shall, either orally or in writing, terminate negotiations with the contractor. The agency may then negotiate with the next highest ranked contractor.
 - 6.5.2 The negotiation process may continue through successive offerors, according to agency ranking, until an agreement is reached or the agency terminates the contracting process.

7.0 COST PROPOSAL

Proposals should include all costs associated with this proposal, including but not limited to compensation, fees, travel, equipment and other anticipated or projected costs. Hourly rates should be single numbers, not a range of rates. Cost proposal should include future years and projected totals. All requests for payment shall be accompanied with a detailed invoice and supporting documentation evidencing the service(s) provided, hourly rates, and a description of the services/work provided. The State will pay for services performed or work delivered after it is accomplished.

Indirect costs can only be claimed if the entity has a negotiated indirect cost rate agreement or cost allocation plan. Indirect costs are applied only to direct costs to the agency as allowed in the agreement or cost allocation plan. Attach a copy of the current fully executed, negotiated agreement indirect cost rate agreement or cost allocation plan. The applicable indirect cost rate(s) negotiated by the entity with the cognizant negotiating agency must be used in computing indirect costs (F&A) for a proposal (2 CFR §200.414). The amount for indirect costs should be calculated by applying the current negotiated indirect cost rate(s) to the approved base(s).

ATTACHMENT A
Uniform Criteria for State Observational Surveys of Seat Belt Use

PART 1340 — UNIFORM CRITERIA FOR STATE OBSERVATIONAL SURVEYS OF
SEAT BELT USE [23 CFR 1340]

PART 1340 - UNIFORM CRITERIA FOR STATE OBSERVATIONAL SURVEYS OF SEAT BELT USE

Authority: [23 U.S.C. 402](#); delegation of authority at [49 CFR 1.50](#).

Source: [76 FR 18056](#), Apr. 1, 2011, unless otherwise noted.

Subpart A - General

§ 1340.1 Purpose.

This part establishes uniform criteria for State surveys of seat belt use conducted under [23 U.S.C. 402](#), procedures for NHTSA approval of survey designs, and administrative requirements relating to State seat belt surveys.

§ 1340.2 Applicability.

This part applies to State surveys of seat belt use beginning in calendar year 2013 and continuing annually thereafter. However, a State may elect to conduct its calendar year 2012 seat belt use survey using a survey design approved under this part.

[[77 FR 20551](#), Apr. 5, 2012]

§ 1340.3 Definitions.

As used in this part -

Access ramp means the segment of a road that forms a cloverleaf or limited access interchange.

Cul-de-sac means the closed end of a road that forms a loop or turn-around.

Non-public road means a road on which members of the general public are not allowed to drive motor vehicles.

Nonresponse rate means, for any survey variable, the percentage of unknown values recorded for that variable.

Observation site means the physical location where survey data are collected.

Passenger motor vehicle means a motor vehicle with a gross vehicle weight rating of less than 10,000 pounds, including a passenger car, pickup truck, van, minivan or sport utility vehicle.

Service drive means the segment of a road that provides access to businesses and rest areas.

Traffic circle means the segment of a road or intersection of roads forming a roundabout.

Unnamed road means a road, public or private, that has no name or number designation and is often a farm or logging road.

Vehicular trail means a road designed or intended primarily for use by motor vehicles with four-wheel drive.

Subpart B - Survey Design Requirements

[§ 1340.4 In general.](#)

This subpart sets forth the minimum design requirements to be incorporated in surveys conducted under this part.

[§ 1340.5 Selection of observation sites.](#)

(a) Sampling frame requirements -

(1) **County coverage.** The sampling frame from which observation sites are selected shall include counties or county-equivalents (including tribal territories), as defined by the U.S. Census Bureau, that account for at least 85 percent of the State's passenger vehicle occupant fatalities, provided that the average of the last three, four or five years, at the State's option, of available Fatality Analysis Reporting System (FARS) data or State fatality data approved by NHTSA shall be used to determine the State's passenger vehicle occupant fatalities.

(2) Road coverage.

(i) States shall select observation sites from a database of road inventories approved by NHTSA or provided by NHTSA.

(ii) Except as provided in [paragraph \(a\)\(2\)\(iii\)](#) of this section, all roads in the State shall be eligible for sampling. The sampling frame may not be limited only to roads having a stop sign, stop light or State-maintained roads.

(iii) The sampling frame need not include: rural local roads, as classified by the Federal Highway Administration's Functional Classification Guidelines, in counties that are not within a Metropolitan Statistical Area (MSA), as published by the Office of Management and Budget; non-public roads; unnamed roads; unpaved roads; vehicular trails; access ramps; cul-de-sacs; traffic circles; or service drives.

(b) Sampling selection requirements. The set of road segments selected for observation sites shall be chosen based on probability sampling, except that -

(1) The specific observation site locations on the sampled road segments may be deterministically selected;

(2) An alternate observation site may be used to replace an observation site selected based on probability sampling if it is located in the same county or county-equivalent, and has the same roadway classification (e.g., local road segment, collector road segment) when using the protocol of substitution and rescheduling of observation sites pursuant to [paragraph \(c\)](#) of this section.

(c) Requirements for substitution and rescheduling of observation sites. The survey design shall include at a minimum the following protocols:

(1) Protocol when observation site is temporarily unavailable for data collection.

(i) Observers shall return to the observation site at another time provided that it is on the same day of the week and at same time of the day or select an alternate observation site, as described in [paragraph \(b\)\(2\)](#) of this section, provided the data are collected on the same day and at approximately the same time as the originally-scheduled observation site.

(ii) The original observation site must be used for future data collections.

(2) Protocol when observation site is permanently unavailable for data collection.

(i) Except as provided in [paragraph \(c\)\(2\)\(ii\)](#), another observation site shall be selected in accordance with [paragraph \(b\)](#) of this section.

(ii) If it is not feasible to select another observation site based on probability sampling for the current data collection, an alternate observation site, as described in [paragraph \(b\)\(2\)](#) of this section, may be selected, provided the data is collected on the same day and at approximately the same time as the originally-scheduled observation site.

(iii) For future data collections, another observation site must be selected based on probability sampling in accordance with [paragraph \(b\)](#) of this section.

(d) **Precision requirement.** The estimated seat belt use rate must have a standard error of no more than 2.5 percentage points.

§ 1340.6 Assignment of observation times.

(a) **Daylight hours.** All daylight hours between 7 a.m. and 6 p.m. for all days of the week shall be eligible for inclusion in the sample.

(b) **Random assignment.** Except as provided in [paragraph \(c\)](#) of this section, the day-of the week and time-of-the-day shall be randomly assigned to observation sites.

(c) **Grouping of observation sites in close geographic proximity.** Observations sites in close geographic proximity may be grouped to reduce data collection burdens if:

(1) The first assignment of an observation site within the group is randomly selected; and

(2) The assignment of other observations sites within the group is made in a manner that promotes administrative efficiency and timely completion of the survey.

§ 1340.7 Observation procedures.

(a) **Data collection dates.** All survey data shall be collected through direct observation completely within the calendar year for which the Statewide seat belt use rate will be reported. Except as provided in [§ 1340.5\(c\)](#), the survey shall be conducted in accordance to the schedule determined in [§ 1340.6](#).

(b) **Roadway and direction(s) of observation -**

(1) **Intersections.** If an observation site is located at an intersection of road segments, the data shall be collected from the sampled road segment, not the intersecting road segment(s).

(2) **Roads with two-way traffic.** If an observation site is located on a road with traffic traveling in two directions, one or both directions of traffic may be observed, provided that -

(i) If only one direction of traffic is observed, that direction shall be chosen randomly;

(ii) If both directions of traffic are observed at the same time, States shall assign at least one person to observe each direction of traffic.

(c) **Vehicle coverage.** Data shall be collected by direct observation from all passenger motor vehicles, including but not limited to passenger motor vehicles used for commercial purposes, passenger motor vehicles exempt from the State's seat belt use law and passenger motor vehicles bearing out-of-State license plates.

(d) **Occupant coverage.** Data shall be collected by direct observation of all drivers and right front passengers, including right front passengers in booster seats, but excluding right front passengers in child safety seats. Observers shall record a person as -

(1) Belted if the shoulder belt is in front of the person's shoulder;

- (2) Unbelted if the shoulder belt is not in front of the person's shoulder;
- (3) Unknown if it cannot reasonably be determined whether the driver or right front passenger is belted.
- (e) **Survey data.** At a minimum, the seat belt use data to be collected by direct observation shall include -
 - (1) Seat belt status of driver;
 - (2) Presence of right front passenger; and
 - (3) Seat belt status of right front passenger, if present.
- (f) **Data collection environment.** When collecting seat belt survey data -
 - (1) Observers shall not wear law enforcement uniforms;
 - (2) Police vehicles and persons in law enforcement uniforms shall not be positioned at observation sites;
 - (3) Communications by signage or any other means that a seat belt survey is being or will be conducted shall not be present in the vicinity of the observation site.

§ 1340.8 Quality control.

- (a) **Quality control monitors.** Monitors shall conduct random, unannounced visits to no less than five percent of the observation sites for the purpose of quality control. The same individual shall not serve as both the observer and quality control monitor at the same observation site at the same time.
- (b) **Training.** Observers and quality control monitors involved in seat belt use surveys shall have received training in data collection procedures within the past twelve months. Observers and quality control monitors shall be trained in the observation procedures of [§ 1340.7](#) and in the substitution and rescheduling requirements of [§ 1340.5\(c\)](#).
- (c) **Statistical review.** Survey results shall be reviewed and approved by a survey statistician, i.e., a person with knowledge of the design of probability-based multi-stage samples, statistical estimators from such designs, and variance estimation of such estimators.

§ 1340.9 Computation of estimates.

- (a) **Data used.** Except as otherwise provided in this section, all data collected pursuant to [§ 1340.7\(e\)](#) shall be used, without exclusion, in the computation of the Statewide seat belt use rate, standard error, and nonresponse rate.
- (b) **Data editing.** Known values of data contributing to the Statewide seat belt use rate shall not be altered in any manner.
- (c) **Imputation.** Unknown values of variables shall not be imputed unless NHTSA has approved the State's imputation procedure prior to data analysis.
- (d) **Sampling weights.** The estimation formula shall weight observed data by the sampling weights as required by the sample design and any subsequent adjustments.
- (e) **Sampling weight adjustments for observation sites with no usable data.** States shall include a procedure to adjust the sampling weights for observation sites with no usable data, including observation sites where no data were collected and observation sites where data were discovered to be falsified.
- (f) **Nonresponse rate.**

(1) Subject to [paragraph \(f\)\(2\)](#) of this section, the nonresponse rate for the entire survey shall not exceed 10 percent for the ratio of the total number of recorded unknown values of belt use to the total number of drivers and passengers observed.

(2) The State shall include a procedure for collecting additional observations in the same calendar year of the survey to reduce the nonresponse rate to no more than 10 percent if the nonresponse rate in [paragraph \(f\)\(1\)](#) of this section exceeds 10 percent.

(g) **Variance estimation.**

(1) Subject to [paragraph \(g\)\(2\)](#) of this section, the estimated standard error, using the variance estimation method in the survey design, shall not exceed 2.5 percentage points.

(2) If the standard error exceeds this threshold, additional observations shall be conducted in the same calendar year of the survey until the standard error does not exceed 2.5 percentage points.

Subpart C - Administrative Requirements

§ 1340.10 Submission and approval of seat belt survey design.

(a) **Contents:** The following information shall be included in the State's seat belt survey design submitted for NHTSA approval:

(1) **Sample design.** The State shall-

(i) Define all sampling units, with their measures of size, as provided in [§ 1340.5\(a\)](#);

(ii) Specify the data source of the sampling frame of road segments (observation sites), as provided in [§ 1340.5\(a\)\(2\)\(i\)](#);

(iii) Specify any exclusions that have been applied to the sampling frame, as provided in [§ 1340.5\(a\)\(2\)\(iii\)](#);

(iv) Define what stratification was used at each stage of sampling and what methods were used for allocation of the sample units to the strata;

(v) Specify the method used to select the road segments for observation sites as provided by [§ 1340.5\(b\)](#).

(vi) List all observation sites and their probabilities of selection;

(vii) Explain how the sample sizes were determined, as provided in [§ 1340.5\(d\)](#);

(viii) Describe how observation sites were assigned to observation time periods, as provided in [§ 1340.6](#); and

(ix) Identify the name and describe the qualifications of the State survey statistician meeting the requirements in [§ 1340.8\(c\)](#).

(2) **Data collection.** The State shall -

(i) Define an observation period;

(ii) Specify the procedures to be implemented to reschedule or substitute observation sites when data collection is not possible on the date and time assigned, as provided in [§ 1340.5\(c\)](#);

(iii) Specify the procedures for collecting additional data to reduce the nonresponse rate, as provided in [§ 1340.9\(f\)\(2\)](#);

- (iv) Describe the data recording procedures; and
- (v) Specify the number of observers and quality control monitors.

(3) **Estimation.** The State shall -

- (i) Describe how seat belt use rate estimates will be calculated;
- (ii) Describe how variances will be estimated, as provided in [§ 1340.9\(g\)](#);
- (iii) Specify imputation methods, if any, that will be used, as provided in [§ 1340.9\(c\)](#);
- (iv) Specify the procedures to adjust sampling weight for observation sites with no usable data, as provided in [§ 1340.9\(e\)](#); and
- (v) Specify the procedures to be followed if the standard error exceeds 2.5 percentage points, as required in [§ 1340.5\(g\)](#).

(b) **Survey design submission deadline.** For calendar year 2012, States shall submit proposed survey designs to NHTSA for approval no later than January 3, 2012. Thereafter, States should submit survey designs for NHTSA approval as specified in [§ 1340.11](#).

[§ 1340.11 Post-approval alterations to survey design.](#)

After NHTSA approval of a survey design, States shall submit for NHTSA approval any proposed alteration to their survey design, including, but not limited to, sample design, seat belt use rate estimation method, variance estimation method and data collection protocols, at least three months before data collection begins.

[§ 1340.12 Re-selection of observation sites.](#)

- (a) **Re-selection of observation sites.** States shall re-select observation sites using updated sampling frame data, as described in [§ 1340.5\(a\)](#), no less than once every five years.
- (b) **Re-selection submission deadline.** States shall submit updated sampling frame data meeting the requirements of [§ 1340.5\(a\)](#) for NHTSA approval no later than March 1 of the re-selection year.

[§ 1340.13 Annual reporting requirements.](#)

(a) **Survey data.** States shall report the following information no later than March 1 of each year for the preceding calendar year's seat belt use survey, using the reporting form in appendix A to this part:

- (1) Spreadsheet in electronic format containing the raw data for each observation site and the observation site weight;
- (2) Statewide seat belt use rate estimate and standard error;
- (3) Nonresponse rate for the variable "belt use," as provided in [§ 1340.9\(f\)](#);
- (4) Dates of the reported data collection;
- (5) Observation sites, identified by type of observation site (i.e., observation site selected in the original survey design, alternate observation site selected subsequent to the original survey design), and by characteristics of the observation site visit (i.e., at least one vehicle observed, no vehicles observed); and
- (6) Name of the State survey statistician meeting the qualification requirements, as provided in [§ 1340.8\(c\)](#).

(b) **Certifications by Governor's Highway Safety Representative.** The Governor's Highway Safety Representative (GR) or if delegated in writing, the Coordinator of the State Highway Safety Office, shall sign the reporting form certifying that -

(1) _____ has been designated by the Governor as the GR, and if applicable, the GR has delegated the authority to sign the certification in writing to _____, the Coordinator of the State Highway Safety Office;

(2) The reported Statewide seat belt use rate is based on a survey design that was approved by NHTSA, in writing, as conforming to the Uniform Criteria for State Observational Surveys of Seat Belt Use, [23 CFR Part 1340](#);

(3) The survey design has remained unchanged since the survey was approved by NHTSA; and

(4) _____, a qualified survey statistician, reviewed the seat belt use rate reported in Part A (of the certification) and information reported in Part B and has determined that they meet the Uniform Criteria for State Observational Surveys of Seat Belt Use, [23 CFR part 1340](#).

(c) [Reserved]

(d) **Audits.** NHTSA may audit State survey results and data collection. The State shall retain the following records for five years and make them available to NHTSA in electronic format within four weeks of request:

(1) Computation programs used in the sample selection;

(2) Computation programs used to estimate the Statewide seat belt use rate and standard errors for the surveys conducted since the last NHTSA approval of the sample design; and

(3) Sampling frame(s) for design(s) used since the last NHTSA approval of the sample design.

Appendix A to Part 1340 - State Seat Belt Use Survey Reporting Form

PART A: To be completed by the Governor's Highway Safety Representative (GR) or if applicable, the Coordinator of the State Highway Safety Office.

State:

Calendar Year of Survey:

Statewide Seat Belt Use Rate:

I hereby certify that:

- _____ has been designated by the Governor as the State's Highway Safety Representative (GR), and if applicable, the GR has delegated the authority to sign the certification in writing to _____, the Coordinator of the State Highway Safety Office.

- The reported Statewide seat belt use rate is based on a survey design that was approved by NHTSA, in writing, as conforming to the Uniform Criteria for State Observational Surveys of Seat Belt Use, [23 CFR Part 1340](#).

- The survey design has remained unchanged since the survey was approved by NHTSA.

- _____, a qualified survey statistician, has reviewed the seat belt use rate reported above and information reported in Part B and has determined that they meet the Uniform Criteria for State Observational Surveys of Seat Belt Use, [23 CFR Part 1340](#).

Signature

Date

Printed name of signing official

Part B - Data Collected at Observation Sites

Site ID	Site type ¹	Date observed	Sample weight	Number of drivers	Number of front Passengers	Number of occupants belted ²	Number of occupants unbelted	Number of occupants with unknown belt use
Total								

Standard Error of Statewide Belt Use Rate^[3] _____

Nonresponse Rate, as provided in [§ 1340.9\(f\)](#)

Nonresponse rate for the survey variable seat belt use: _____

Footnotes - Appendix A to Part 1340

^[1] Identify if the observation site is an original observation site or an alternate observation site.

^[2] Occupants refer to both drivers and passengers.

^[3] The standard error may not exceed 2.5 percent.