

**UNITED STATES DEPARTMENT OF TRANSPORTATION (U.S. DOT)**  
**National Highway Traffic Safety Administration (NHTSA)**

**Cooperative Agreement for:** Increasing Seat Belt Usage in Rural Areas

**AGENCY:** National Highway Traffic Safety Administration (NHTSA), U.S. Department of Transportation (DOT)

**ACTION:** Announcement of a Request for Applications to promote Increasing Seat Belt Usage in Rural Areas. **Award will be made to two (2) states.**

**SUMMARY:** NHTSA will provide funding to support strategies and activities having the greatest potential for increasing the seat belt use rate in rural areas for 2009 and beyond. Target is rural areas that currently have seat belt usage that is less than the national average of 82.4 percent. NHTSA has identified the following states as eligible to apply for this funding based on the most recent seat belt use rates published at: <http://www-nrd.nhtsa.dot.gov/PUBS/810690.PDF>: **ND, OH, CO, AZ, TN, VA, ME, MT, FL, RI, NE, ID, MO, WI, LA, KS, SC, SD, WY, KY, MS, AR, MA, NH.**

**DATES:** Application(s) must be submitted to the National Highway Traffic Safety Administration, Office of Acquisition Management (NPO-320); Attention: Terry L. McBee, 1200 New Jersey Avenue, S.E., W51-121, Washington, D.C. 20590. All application(s) submitted must include a reference to NHTSA Cooperative Agreement Number DTNH22-08-R-00148. Only complete packages received on or before 3:00 P.M. Eastern Standard Time on Friday, June 27, 2008 will be considered.

**Applicant(s) shall provide a complete mailing address where Federal Express mail can be delivered.**

**FOR FURTHER INFORMATION CONTACT:** General administrative and programmatic questions may be directed to Terry L. McBee, Contract Specialist, Office of Acquisition Management, by email at [terry.mcbee@dot.gov](mailto:terry.mcbee@dot.gov) or by phone at 202-366-3998. To allow for sufficient time to address questions appropriately, all questions must be received no later than **3:00 P.M. Eastern Daylight Time, Friday June 27, 2008 via e-mail.**

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## **Article I. STATEMENT OF AUTHORITY**

This Cooperative Agreement (also called "Agreement") between the National Highway Traffic Safety Administration (NHTSA), hereinafter referred to as "NHTSA", and the "Grantee," is hereby entered into under the authority of the Highway Safety Act of 1966, as amended (23 U.S.C. Chapter 4). This Cooperative Agreement provides for the limited exchange of personnel, equipment, facilities and funds to achieve the following purpose(s):

## **Article II. STATEMENT OF BACKGROUND AND PURPOSE**

Target is rural areas that currently have seat belt usage that is less than the national average of 82.4 percent. NHTSA has identified the following states as eligible to apply for this funding based on the most recent belt usage rates published at: <http://www-nrd.nhtsa.dot.gov/PUBS/810690.PDF>: **ND, OH, CO, AZ, TN, VA, ME, MT, FL, RI, NE, ID, MO, WI, LA, KS, SC, SD, WY, KY, MS, AR, MA, NH.**

As a result, NHTSA will provide funding to support strategies and activities having the greatest potential for increasing the seat belt usage rate in 2009 and beyond. Grantee can utilize the strategy that focuses activities in select counties having the greatest potential for increasing seat belt usage Statewide or propose another high visibility enforcement strategy that has proven to be successful. This will be accomplished through an outreach, enforcement and evaluation program.

Specifically, the joint objectives between NHTSA and the grantee are: (1) to coordinate the implementation of a priority county demonstration project to raise rural belt usage at the State level; (2) to manage the development of an enforcement, media and public information campaign targeting non and part-time belt users; (3) to administer a thorough, scientific evaluation of the project and (4) to promote traffic safety activities that will assist in raising rural seat belt usage rates among drivers and passengers.

This initiative will test the concept of intensified outreach and high visibility/integrated enforcement in key low belt usage counties or other proven method. The outcomes of the demonstration (e.g., the success of this campaign and its impact on seat belt usage) will be documented and used by NHTSA to assist other rural States with improving their seat belt usage rates.

## **Article III. SCOPE OF WORK**

For a period, as hereinafter set forth, NHTSA and the Grantee will cooperatively furnish the necessary personnel, equipment and facilities and otherwise perform all things necessary for or incident to the performance of work (the accomplishment of objectives) as set forth below:

### **A. NHTSA shall:**

1. Provide a Contracting Officer's Technical Representative (COTR) to participate in the planning and management of this Cooperative Agreement and to coordinate activities between the grantee and NHTSA.
2. Provide information and technical assistance from government sources within available resources and as determined appropriate by the COTR.

4. Provide liaison with other government/private agencies as appropriate;
5. Stimulate the exchange of ideas and information among recipients of related projects through periodic meetings; and
6. Maintain on-going contact with the Grantee regarding conduct of this agreement.

**B. The Grantee shall:**

1. Perform the effort as specified in Section C, Specific Requirements and Tasks of this Cooperative Agreement. Section C incorporates the requirements and tasks as proposed by the Grantee as of \_\_\_\_\_ and are now incorporated herein and made part of this modified Cooperative Agreement.
2. Designate a Project Manager to serve as liaison and coordinator between NHTSA and the State and to manage the tasks performed under this agreement.
3. Advise NHTSA's COTR of any problems in implementing or making progress on any tasks performed under this Cooperative Agreement, as well as strategy recommendations or revisions to the Project description to permit successful performance. All significant decision points, written materials or other work products will be submitted to the NHTSA COTR for approval.
4. Not deviate from the procedures or objectives specified in this Cooperative Agreement unless presented in writing and written approval is received by the NHTSA Contracting Officer before such deviations are implemented.

**C. Specific Requirements and Tasks**

**Task C.1—Organizing Meeting – Development of Action Plan**

The Grantee shall organize a strategy session, which will consist of a meeting with the State's Highway Safety Office and NHTSA, including Regional, Occupant Protection Division, Research and Communications staff. The meeting may also include other State representatives from organizations such as the Department of Public Health, State Police, Chiefs of Police Association, etc. The purpose of this initial meeting is to finalize the overall strategy and develop an action plan. The action plan shall include a timeline of events, tasks, milestones, and deliverables for this initiative. It is anticipated that task C.1 will be completed within two (2) months of award.

**Task C.2 – Finalization and Submission of Action Plan**

Implementation of a seat belt campaign to increase seat belt rates will be the cornerstone of this initiative. The Action Plan shall describe how Grantee will increase seat belt usage in select key counties with the state or other proven high visibility enforcement strategy. The action plan shall detail all of the program elements, including strategy selection(s), methodology, implementation, timelines and evaluation.

The Action Plan shall also outline the partnerships established for this initiative. For a successful campaign, it will be necessary to form partnerships with the appropriate law enforcement officials, community public health and safety groups, educational organizations, judicial organizations, organizations representing diverse populations in the community, and various media organizations.

The following elements shall be addressed in the plan:

### ***A. Integrated/High-Visibility Enforcement***

Grantee will work with local law enforcement officials and others to develop integrated/high-visibility law enforcement mobilization strategies to increase restraint use among vehicle drivers and occupants.

An enforcement plan will be developed that will assure participation in enforcement mobilizations and other enforcement activities throughout the duration of the cooperative agreement. The federal funds provided by this grant will be supported by additional funds from the State and in-kind contributions. The plan will describe how the Grantee will achieve law enforcement buy-in, and how strategies and methodology for incorporating law enforcement activities will be integrated into the overall effort and budgetary plans.

### ***B. Communications***

The communications plan will have an enforcement message designed to make the public aware of the Grantee's seat belt law and proposed enforcement effort. A major component of the campaign will be to define the groups of individuals that are non-users or part-time users and develop a clear and consistent approach and a media message that specifically captures the identified audience. This will include program elements that focus on geographic or demographic characteristics and include media via local television, radio, and other means of information dissemination. While NHTSA makes every effort to give States full creative abilities in their endeavors, as part of a Cooperative Agreement, Grantee agrees that a dialogue between the grantee and NHTSA during the planning stages is invaluable; both parties have perspectives to be considered, Grantee offers their unique perspective to their specific State, and NHTSA offers expertise on the national strategy and goals. To this end, Grantee will provide its media buy plan to NHTSA, to include both paid and earned media efforts, and will submit its media materials (i.e., scripts, storyboards, etc.) for NHTSA review and approval, prior to implementing the project. NHTSA will provide technical assistance for the development and implementation of the PI&E plan.

### ***C. Evaluation***

An over-represented pre-seat belt site sub-sample survey of the will be conducted by designated agencies in Grantee's state, per current guidelines used by the Grantee. The post-seat belt site over-represented sub-sample survey will be conducted in conformance with NHTSA's Uniform National Criteria. Seat belt use surveys will be conducted periodically throughout the campaign and the publicity materials including signs, posters and press releases will be updated to reflect the change in the state's seat belt use rate. Additionally, the results will be highlighted in targeted advertising campaigns in the future.

Grantee will work with NHTSA's Behavioral Technology Research Division to develop and coordinate all aspects of a valid evaluation of the project. The Research Division will be responsible for coordinating and conducting a comprehensive evaluation of the project's impact, using the planned State observation surveys of seat belt use rates. In addition, they will devise other means for effectively evaluating the impact of the project through public perception surveys including collection of data regarding the extent to which the public was aware of the enforcement, communications and outreach efforts of the campaign.

### **Task C.3: Conduct Seat Belt Program/Campaign**

This program/campaign shall be based on proven methods to increase seat belt use, through integrated/high visibility enforcement model program. This model includes data collection and activity performed over the campaign period, baseline surveys for seat belt use and public perception, earned and paid media, educational and outreach activity, enforcement activity, and post campaign surveys for belt use and public perception of the campaign

### **Task C.4: Reporting**

A. Quarterly Reports: Reports of activity will be submitted on a quarterly basis. These reports include the compilation and documentation of demonstration efforts and should include up-to-date information (including summarized accomplishments, data collected to date (e.g. earned and paid media events, observation and awareness surveys, and enforcement data), obstacles and problems encountered and proposed solutions, noteworthy activities, events or successes), copies of articles, ads, etc and funds and in-kind contributions expended to date. These Reports will form the basis for the Final Report to disseminate the lessons learned and successes of the project. The COTR will approve each invoice upon receipt of each Report and adequate documentation to substantiate payment expended to date. Quarterly Reports will be due to the COTR on the 15<sup>th</sup> of the month following the reporting period.

B. Draft Final Report: The grantee shall prepare a draft final report for review by the COTR within eighteen (18) of the Cooperative Agreement award. This report will be based on a compilation/summary of Quarterly Reports documenting the progress and activities of the program. Comments from the COTR to this draft report will be incorporated into the final report. Generally these reports will include a complete description of the activities conducted, the evaluation methodology, the findings and the program effectiveness. Special attention will be given to providing quantifiable information and improvement methodologies. Anecdotal information and qualitative information should also be included. The report will also provide an action plan to guide future initiatives and demonstrations. The following guidelines should assist the grantee in compiling the detailed content to consider:

- Approaches undertaken in developing partnerships with local law enforcement agencies, public health and safety organizations, education organizations, judicial organizations, educational organizations, media groups, organizations representing diverse populations, private-sector community organizations, and non-profit organizations;
- Various law enforcement initiatives undertaken to promote increased restraint use among occupants.
- An evaluation of the various strategies to increase seat belt use rates among

motor vehicle occupants in the State and a discussion of which strategies were most effective and which were least effective.

- Discussion of the program's successes and failures, based on a variety of evaluation methods, including, but not limited to: pre- and post-program observational seat belt surveys; awareness of occupant restraint issues; number of citations issued; increases in the number of law enforcement personnel trained to enforce occupant protection laws; community participation in *Operation ABC Mobilizations*; increased perception of ongoing enforcement and public education activities; incentive programs to complement enforcement efforts; and integration of occupant protection enforcement activities with other local enforcement activities.
- The report shall describe the outcome of the demonstration program, including a complete description of the overall project implementation, including a project time-line; the activities conducted (including activities with partners); data collection efforts; evaluation methodology; and findings from the program evaluation.
- What worked and what did not work, under what circumstances, and what can be done to avoid potential problems in future projects. Ultimately, the report should provide information that will be helpful in assembling a "Lessons Learned" guide for use by other low belt use States and communities.

C. Final Report: NHTSA will provide grantee with the Final Report Outline format. The revised Final Report shall be delivered to the COTR within 23 months of the Agreement and shall reflect the COTR's comments. The comprehensive report shall detail the major activities, events, data collection, methodology, and best practices/strategies that can be replicated in other States.

**Final Report Format:** NHTSA is required by law to submit all products/publications to the Government Printing Office (GPO) for printing. GPO has established guidelines for the preparation of all print materials that can be found in the GPO, "Best Practices for Preparing and Submitting Electronic Design and Prepress Files (GPO Publication 300.6)." This document is available at: [www.gpo.gov/procurement/ditsg/](http://www.gpo.gov/procurement/ditsg/)

Acceptable formats for the submission of publications include current desktop design and publication programs, such as:

- QuarkXpress
- Adobe PageMaker

Graphics files should be created in programs such as:

- Adobe Illustrator
- Adobe Photoshop
- Macromedia Freehand

*Office graphics programs, such as Microsoft Word, Excel, or PowerPoint are not acceptable for submittal to GPO.*

Contractors/Grantees preparing publications for the National Highway Traffic Safety Administration (NHTSA) shall submit them so that they can be posted onto the NHTSA's website. All HTML deliverables rendered under contract/assistants agreements must comply with the accessibility standards found in 36 CFR 1194.22, which implements

Section 508 of the Rehabilitation Act of 1973, as amended. More information can be found at: <http://www.accessboard.gov/sec508/guide/1194.22.htm>

D. Briefings and Presentations: The Grantee shall conduct a briefing with NHTSA officials and other invited parties in Washington, DC upon the completion of the project. All briefing materials will be submitted to NHTSA initially in draft format for review and comment. The Grantee shall submit drafts to the COTR 30 days before the event date.

**Article IV. DELIVERABLES (D) AND MILESTONES (M)**

The following is a list of all deliverables and milestones and associated due dates which are considered to be significant in the performance of this Cooperative Agreement:

Item #	Task #	Milestone (M)/Deliverable (D)	Due Date	# of Copies
1	C.4	Quarterly Progress Report (M) (D)	15 <sup>th</sup> of month following reporting period	2
2	C.1	Conduct Organizing Team Meeting (M)	2 months after award	N/A
5	C.2	Develop and Submit Action Plan (M) (D)	3 months after award	2
6	*	COTR's comments on Action Plan (D)	25 days after receipt	N/A
7	C.3	Conduct Pre-Observation and Awareness Surveys (M) (D)	TBD	N/A
8	*	Reimbursement Claims (Approved invoices are contingent on approved monthly reports)	10 <sup>th</sup> day of each month	1
9	C.3	Conduct Seat Belt Campaign (M) (D)	TBD	N/A
10	C.3	Conduct Post-Observation and Awareness Surveys (M) (D)	TBD	N/A
11	C.4	Submit Draft Final Report (M) (D)	18 months after award	2
12	*	COTR's comments on Draft Report (D)	25 days after receipt	N/A
13	C.4	Presentation to NHTSA Staff of Demonstration Process and Findings (M)	22 months after award	N/A
14	C.4	Submit Final Report (M) (D)	24 months after award	4

**Place of Delivery/Number of Copies**

The item numbers shall be delivered in the number of copies and to the receipts at the addresses provided below:

<b>Item No.</b>	<b>No. of Copies</b>	<b>Address</b>
<b>1,5,11,14</b>	<b>1</b>	<p><b>Department of Transportation</b> National Highway Traffic Safety Administration Office of Impaired Driving and Occupant Protection 1200 New Jersey Avenue, SE Washington, DC 20590</p> <p>Attn: Carole Guzzetta, NHTSA COTR E-mail Address: <a href="mailto:carole.guzzetta@dot.gov">carole.guzzetta@dot.gov</a> Telephone Number: (202) 366-3665</p>
<b>14</b>	<b>1</b>	<p><b>Department of Transportation</b> National Highway Traffic Safety Administration Office of Contracts and Procurement NPO-320, W51-121 1200 New Jersey Avenue, SE Washington, DC 20590</p> <p>Attn: Terry L. McBee, NHTSA Contract Specialist E-mail Address: <a href="mailto:terry.mcbee@dot.gov">terry.mcbee@dot.gov</a> Telephone Number: (202) 366-3998</p>
<b>8</b>	<b>1</b>	<p><b>DOT/NHTSA</b> Aero Center Accounts Payable Branch, AMZ-150 P.O. Box 268911 Oklahoma City, OK 73125 Attn: Mike Monroney</p>

**Article V. PERFORMANCE PERIOD**

All work required herein including preparation, submission, and acceptance of all deliverable items shall be completed within twenty four (24) months from the award date shown on the Face Page of this Cooperative Agreement.

**Article VI. FINANCIAL ADMINISTRATION**

- A. The total not-to-exceed amount of the Federal funding to be provided under this Cooperative Agreement is \$300,000.00 for each state.
- B. The total project amount of this Cooperative Agreement is \$300,000.00, which represents NHTSA's contribution of \$300,000 and the Grantee's In-Kind contribution of \$0.00.
- C. **Approved Project Budget:** The Project Budget on **SF 424**, dated \_\_\_\_\_, is incorporated herein and made a part of this Cooperative Agreement.

**1. No-Cost Budget Reallocations not Affecting Federal Funding**

The Grantee may request, in writing to the NHTSA COTR, a **no-cost** budget reallocation to shift funds among budget items, at anytime during the performance of this Cooperative Agreement (See Section IV, Performance Period), as long as the reallocation does not attempt to increase/decrease the current available Federal Funding or the total Federal funding amount (See Subsection A of this Section). Upon receipt of the Grantee's letter and the approval of both the NHTSA COTR and CO, the NHTSA CO shall execute a **unilateral** modification revising the budget of this Cooperative Agreement.

**2. Budget Reallocations Affecting Federal Funding**

The Grantee may request, in writing to the NHTSA COTR, a budget reallocation to shift funds among budget items, at anytime during the performance of this Cooperative Agreement (See Section IV, Performance Period). However, if the requested budget reallocation attempts to increase/decrease the current available Federal Funding or the total Federal funding amount (See Subsection A of this Section), and is approved through the NHTSA procurement process, then the NHTSA CO shall issue a **bilateral** modification to revise the Section 6.a, Total NHTSA Funding, of the Face Page of this Agreement; Section V, Financial Administration, Subsections A, Band C; and Section III, Scope of Work, Subsection C, Specific Requirements and Tasks (if applicable) of this Cooperative Agreement. Upon signature of both parties, the **bilateral** modification shall become executed.

**D. Payments:**

**1. Minimum Requirements for Payment**

All costs claimed for reimbursement and payment, including the final payment, shall be submitted on a **Standard Form 270, Request for Advance or Reimbursement**, or any other format pre-approved by the NHTSA Contracting Officer (CO). The Grantee shall submit a claim for reimbursement on a Quarterly basis, accompanied by the Quarterly Progress Reports (See Section III, Scope of Work, Subsection C,

Paragraph C.7, Reporting Requirements, and Subsection D, Performance Milestones and Deliverables). The information required for each reimbursement claim shall, at minimum, contain the following.

Specifically:

- a. All vouchers shall include a reference to NHTSA's Cooperative Agreement No.
- b. The period of performance for the costs claimed;
- c. Current and cumulative amounts of the following item cost: direct labor; fringe benefits; material costs; consultant costs; subcontractor costs; travel costs itemized including origin and destination; and any other supporting data for unusual expenditures.

2. **Where to send Reimbursement Claims**

An original signed SF 270 and three (3) copies directly to:

National Highway Traffic Safety Administration  
Office of Acquisition Management  
1200 New Jersey Avenue SE  
Washington, DC 20590  
Attn: Contracting Officer

3. **Payment Approval**

The NHTSA Contracting Officer or designee (Contract Specialist) shall approve all payments made under this Cooperative Agreement. Payments are subject to satisfactory progress and acceptance of the Quarterly Progress Reports and Final Report by the NHTSA COTR.

**Article VII. NHTSA'S PROJECT OFFICER**

The NHTSA designated Project Officer for this Cooperative Agreement, who is also referred to as the NHTSA COTR, is Ms. Carole S. Guzzetta. While this list is not exhaustive, some of the major responsibilities of the NHTSA Project Officer or the NHTSA COTR are as follows. Specifically:

1. To provide information and technical assistance from available Government resources as determined appropriate by the NHTSA COTR.
2. To provide liaison with other Government/private agencies as appropriate; and,
3. To stimulate the exchange of ideas and information among recipients of related projects through periodic meetings.

Ms. Guzzetta's business information is provided below:

**Carole S. Guzzetta**  
**DOT/NHTSA**  
**1200 New Jersey Avenue, SE (NTI-112)**  
**Washington, DC 20590**  
**Telephone: (202) 366-3665**  
**E-mail: [Carole.Guzzetta@DOT.GOV](mailto:Carole.Guzzetta@DOT.GOV)**

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

The official(s) designated below shall be responsible for reviewing and certifying invoices **ONLY** in the absence of the designated NHTSA COTR:

Mr. Philip Gulak  
(202) 366-2725

**Article VIII. GRANTEE'S PROJECT OFFICER**

The Grantee's designated Project Officer for this Cooperative Agreement is \_\_\_\_\_ . The responsibility for the Grantee's Project Officer is as follows. Specifically:

To perform the activities as described in this Cooperative Agreement and do so in conjunction with the NHTSA COTR's technical direction.

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

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Mobile Phone: \_\_\_\_\_

FAX: \_\_\_\_\_

E-mail: \_\_\_\_\_

**Article IX. SPECIAL PROVISIONS**

**Seat Belt Use Policies and Programs**

In accordance with Executive Order 13043, the recipient of this award is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. Information on how to implement such a program or statistics on potential benefits and cost-savings to companies or organizations can be found in the Buckle Up America section on NHTSA's website at [www.nhtsa.dot.gov](http://www.nhtsa.dot.gov). Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in Washington, DC dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to help with technical assistance, a simple, user-friendly program kit and an award for achieving the goal of 85 percent seat belt use. NETS can be contacted at 1 (888) 221-0045, or visit its web site at [www.trafficsafety.org](http://www.trafficsafety.org).

This Special Provision shall be included in all contracts, subcontracts, and assistance agreements entered into by the recipient under this award.

#### **Article X. GENERAL PROVISIONS**

The NHTSA General Provisions for Assistance Agreements dated 7/95, as provided in Attachment 1, or the then-current NHTSA General Provisions, shall be applicable to this Cooperative Agreement. (See Section XI, Government Furnished Information).

#### **Article XI. ACRONYMS**

The acronyms listed below are used during the performance of this Cooperative Agreement. If the Grantee is currently using, or has used any of the acronyms listed below differently, the Grantee shall use the acronyms listed below as defined under this Cooperative Agreement **only**.

- National Highway Traffic Safety Administration (**NHTSA**)
- Contracting Officer's Technical Representative (**COTR**)
- Draft Final Report (**DFR**)
- Government Printing Office (**GPO**)
- Contracting Officer (**CO**)
- Contract Specialist (**CS**)
- Public Law (**PL**)
- Office of Management and Budget (**OMB**)
- Institutional Review Board (**IRB**)

#### **Article XII. GOVERNMENT FURNISHED INFORMATION**

The Government Furnished Information listed below shall be provided to the Grantee as outlined under Section III, Scope of Work, Subsection D, Performance Milestones and Deliverables or at time of award.

1. NHTSA's comments from draft final report.
2. The NHTSA General Provisions for Assistance Agreements dated 7/95.

#### **Article XIII. MODIFICATIONS**

##### ***Unilateral***

The NHTSA Contracting Officer (CO) has the right, under this Cooperative Agreement, to execute unilateral modifications for the following purposes:

- Provide incremental federal funding;
- Change the NHTSA Project Officer/Contracting Officer's Technical Representative; and,
- Make other administrative changes that do not affect the legal obligations of the Grantee.

##### ***Bilateral***

Bilateral modifications to this Cooperative Agreement may be proposed by either party, at any time during the period of performance of this Agreement, and shall become effective upon approval by both parties.

**Note:** When changes are made, and when deemed appropriate, the Government may supply the Grantee with replacement pages to the Cooperative Agreement.

#### **Article XIV. ELIGIBILITY REQUIREMENTS**

The successful organization(s) must demonstrate that they have the infrastructure in place, as well as the necessary staff and support to carry out the responsibilities in developing, administering/coordinating and implementing this agreement. Only organizations capable of fulfilling the criteria listed below will be considered. The criteria require that:

Applicant must have the existence of an organizational infra-structure that will allow staff time necessary to handle the day-to-day logistical needs for this project.

Applicant must demonstrate the ability to work with the established law enforcement agencies to increase seat belt usage through a high visibility enforcement program.

Applicant must have experience in technical proficiency in traffic safety program design, data collection and evaluation and be willing to work with NHTSA's Research Office.

Applicant must demonstrate the ability to work with media (e.g. develop media buy plans, place media buys, etc. or coordinate effort with appropriate firm) as well as law enforcement to develop a high visibility enforcement campaign.

Applicant must demonstrate the ability to network with local organizations to create a broader partnership to maximize impact and ensure sustainability.

Applicant must demonstrate the capability to outline strategies, successes and challenges of programs to achieve increased seat belt use and serve as a model nationwide.

Interested applicants are advised that no fee or profit will be allowed under this Cooperative Agreement.

#### **Article XV. CONFLICT OF INTEREST**

It is U.S. DOT policy to award Cooperative Agreements only to those Applicants whose objectivity is not impaired because of any related past, present, or planned interest, financial or otherwise, in organizations regulated by U.S. DOT, or in organizations whose interests may be substantially affected by Departmental activities and which is related to work specified in this Cooperative Agreement Announcement. Based on this policy, if, after award, the Grantee discovers a conflict of interest with respect to the Cooperative Agreement that could reasonably have been known prior to the award, an immediate and full disclosure shall be made in writing to the Contracting Officer. The disclosure shall include a full description of the conflict along with a description of the action the recipient has taken, or proposes to take, to avoid or mitigate such conflict.

(a) The Applicant shall provide a statement in its proposal which describes in a concise manner all past, present or planned organizational, financial, contractual or other interest(s) with an organization regulated by U.S. DOT, or with an organization whose interests may be affected substantially by Departmental activities, and which is related to the work under this Cooperative Agreement Announcement. The interest(s) described shall include those of the Applicant, its affiliates, proposed consultants, proposed subcontractors and key personnel of any of the above. Past interest shall be limited to within one year of the date of the Applicant's technical proposal. Key personnel shall include any person owning more than 20% interest in the Applicant, and the Applicant's corporate officers, its senior managers and any employee who is responsible for making a decision or taking an action under this Cooperative Agreement where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

(b) The Applicant shall describe in detail why it believes, in light of the interest(s) identified in (a) above, that performance of the proposed cooperative agreement can be accomplished in

an impartial and objective manner.

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

(d) The NHTSA Contracting Officer will review the statement submitted and may require additional relevant information from the Applicant. All such information, and any other relevant information known to U.S. DOT, will be used to determine whether an award to the Applicant may create a conflict of interest. If any such conflict of interest is found to exist, the NHTSA Contracting Officer may (1) disqualify the Applicant, or (2) determine that it is otherwise in the best interest of the agency to contract with the Applicant and include appropriate provisions to mitigate or avoid such conflict in the Cooperative Agreement awarded.

(e) The refusal to provide the disclosure or representation, or any additional information required, may result in disqualification of the Applicant for award. If nondisclosure or misrepresentation is discovered after award, the resulting Cooperative Agreement may be terminated. If after award, the Grantee discovers a conflict of interest with respect to the Cooperative Agreement awarded as a result of this Cooperative Agreement Announcement, which could not reasonably have been known prior to award, an immediate and full disclosure shall be made in writing to the NHTSA Contracting Officer. The disclosure shall include a full description of the conflict, a description of the action the Grantee has taken, or proposes to take, to avoid, or mitigate such conflict. The NHTSA Contracting Officer may, however, terminate the Cooperative Agreement for convenience if he or she deems that termination is in the best interest of the Government.

## **Article XVI. APPLICATION PROCEDURES**

Each applicant shall submit:

One original hard copy Office of Management and Budget Standard Form 424 (Rev 9-2003 including 424A and 424B), Application for Federal Assistance, including 424A, Budget Information Non Construction Program and 424B, Assurances Non-Construction Programs, with the required information provided and the certified assurances included. These forms are available at [www.whitehouse.gov/omb/grants/index.html](http://www.whitehouse.gov/omb/grants/index.html)

One original hard copy of the Work Plan and Cost proposal. A copy of the work plan and cost proposal must be submitted via email to Terry L. McBee. While Form 424A deals with budget information and Section B identifies budget categories, the available space does not permit a level of detail that is sufficient to provide for a meaningful evaluation of proposed costs. Therefore, supplemental information must be provided which presents a detailed breakout of the proposed costs (detailed labor, including labor category, level of effort and rate, direct materials, including itemized equipment, travel and transportation, including projected trips and number of people traveling; subcontracts with similar detail if known and overhead) as well as any In-Kind contributions the Applicant proposed to contribute.

All estimated costs must be separated each of the 2 years of performance.

All the material specified in the Application Procedures must be submitted to the following address by no later than June 27, 2008 Eastern Time at the following address:

National Highway Traffic Safety Administration  
Office of Acquisition Management  
NPO-320, W51-121  
1200 New Jersey Avenue, SE  
Washington, DC 20590

**Only complete packages received on or before the specified due date will be considered. No facsimile transmissions will be accepted. Applications must reference NHTSA Cooperative Agreement DTNH22-08-R-00148. Unnecessarily elaborate applications beyond what is sufficient to present a complete and effective response to this Request for Application may not be considered.**

**NOTE:** All applicants are warned that special security procedures exist which may delay delivery of material directly to the NHTSA Office of Acquisition Management. Nevertheless, applications must be received by the closing date and time, in order to be considered timely – not just delivered to the mail room or guard station. It is recommended that each Applicant E-mail the Contract Specialist Terry L. McBee at: [terry.mcbee@dot.gov](mailto:terry.mcbee@dot.gov) to verify receipt of the application.

**Article XVII. APPLICATION REVIEW PROCESS AND EVALUATION FACTORS**

Each application package will be reviewed initially to confirm that the Applicant is an eligible candidate and has included all of the items specified in the Application Procedure section of this Notice. The NHTSA Evaluation Committee will evaluate applications submitted by eligible candidates. It is anticipated that awards will be made in \_\_\_\_\_. Applications will be evaluated using the following criteria:

<b>Factor</b>	<b>Weight</b>
1	350
2	300
3	200
4	150

**FACTORS:**

**1. Technical Approach, Work Plan and Technical Capability and Understanding  
Weight: 350 points**

This factor evaluates the Applicant’s planned approach for conducting the proposed project. In particular, the planned approach will be evaluated to determine its comprehensiveness and the degree to which it is well conceived, logical, and realistic and is based upon sound goals and objectives. The plan will be evaluated to determine the greatest potential to achieve measurable improvement in outcomes through innovative programs or enhanced activities. Short-term, measurable goals and action items are a basic principle of this cooperative agreement.

The Applicant’s technical proposal shall demonstrate:

- a) A thorough understanding of the specific requirements and key tasks
- b) The ability to provide a clear, innovative and realistic approach to achieve the Program objectives;
- c) The ability to provide technical assistance to local and state agencies;
- d) A proposed work plan that adequately implements the deliverables

**2. Qualifications of Applicant’s Experience in Implementing a Statewide Enforcement Campaign  
Weight: 300 points**

This factor evaluates the Applicant's ability and experience to perform necessary tasks. The Applicant shall demonstrate the following:

- a) Ability to design and develop clear, consistent media messages for intended audience
- b) Ability to work with established law enforcement agencies at the local and state level on strategies to improve belt use
- c) Ability to consult with State traffic safety partners to determine law enforcement needs, issues and opportunities to support the project
- d) Skill at obtaining, interpreting and communicating current and future traffic-related law enforcement data, strategies, technologies and information
- e) Ability to market and coordinate a seat belt campaign
- f) Assistance to States and local agencies in developing effective traffic safety communications

### **3. Evaluation Experience** **Weight: 200 points**

This factor evaluates the applicant's ability and expertise to develop and coordinate all aspects of a valid evaluation of the project.

The Applicant shall demonstrate the following:

- a) Ability to conduct appropriate surveys in accordance with NHTSA's uniform national criteria
- b) Ability to provide local government bodies and law enforcement agencies with the methodology for implementing and later evaluating this effort
- c) Ability to work with NHTSA Occupant Protection, Communications and Research staff at Headquarters and relevant Regional office personnel.

### **4. Past Performance and Financial Responsibility** **Weight: 150 points**

This factor evaluates past performance and cooperation with NHTSA, as well as the applicant's record of financial responsibility. Proposals will be evaluated on demonstrated significant accomplishments in their activities and a willingness to work closely and cooperatively with NHTSA and other partners and an openness to suggested approaches.

The applicant must demonstrate data analysis experience, and a willingness to work cooperatively on this proposed project. This factor assess the level of cooperation in terms of evaluating existing programs, developing and submitting specific project plans, accepting suggested revisions to plans and the ability to collect requested data accurately and timely. The applicant must demonstrate it has the skills to meet the project objectives. The applicant must explain if there has been or could be any major changes within the State that may enhance or jeopardize the success of this program. Letters of support or recommendation will be reviewed. The extent to which the applicant has fulfilled its performance and financial obligations on previous assistance agreements and/or contracts will be reviewed.

The Applicant shall provide evidence of:

- a) A record of complying with the terms and conditions applicable to previous agreements and/or contracts including the quality of services or deliverables provided and the adherence to milestones, performance and delivery schedules;
- b) The degree to which the Applicant efficiently achieved the purposes of previous cooperative agreements and/or contracts within the approved budget;

- c) The degree to which the Applicant complied with the terms and conditions of previous assistance agreements and/or contracts;
- d) The degree to which the applicant complied with applicable Federal Acquisition Regulation on previous agreements and/or contracts and
- e) The level of financial stability possessed by the applicant

## **5. Cost Evaluation**

The Applicant's prepared budget will be evaluated for fairness and reasonableness of costs. The total financial value of the project (as determined by adding the requested federal funding to the non-federal funding being proposed by the applicant) will be reviewed to determine "best value" to the government. Cost proposals will not be provided any specific numerical rating. If there are no significant technical proposal differences, costs may be used as a determining factor for making awards. The Applicant will be evaluated on total costs, cost reasonableness of detail, itemized financial resources and financial stability (see: XVI. APPLICATION PROCEDURES).

## **6. Negotiations**

NHTSA reserves the right to make an award without discussion, i.e., an award of a Cooperative Agreement without conducting any negotiations or discussions with any Applicant. As an alternative to making an award without discussion, NHTSA is also reserving the right to negotiate with competing Applicants, prior to making any award. Negotiations will be conducted if NHTSA concludes that, after studying the initial applications, negotiations are in fact necessary or are in the Government's best interests

## **Article XVIII. TERMS AND CONDITIONS OF AWARD**

Prior to award, each Applicant shall comply with the certification requirements of 49CFR Part 20, U.S. Department of Transportation New Restrictions on Lobbying and 49 CFR, Part 29, U.S. DOT Government-wide Requirement for Drug Free Work Place (Grants). Certification requirements are electronically available for download at [www.whitehouse.gov/omb/grants/index.html](http://www.whitehouse.gov/omb/grants/index.html)

In addition, prior to award, each Applicant shall comply with the NHTSA General Provisions for Assistance Agreements, dated July 1995.