

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

Cooperative Agreement for: Reaching Parents of Tweens to Increase Tween Seat Belt Use

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

ACTION: Announcement of a Request for Applications to Research, develop, and demonstrate an integrated approach designed to increase and maintain tween (8-15 year olds) seat belt use. It is anticipated that 2 awards will be made for this project (not to exceed \$500,000) total.

SUMMARY: With 13- to 15-year-olds being only a few years away from driving age, it is important to ensure they engage in safe and proper occupant protection habits before they get behind the wheel. The objective of this project is to research, develop, and demonstrate an integrated approach designed to increase and maintain 13- to 15-year-old seat belt use through parental influence at the local level in a community (or communities) that have significant 13- to 15-year-old populations. The approach may include, but is not limited to an educational campaign, an awareness campaign, a communications campaign, or a combination of the three, in addition to an enforcement component that will target and engage parents of 13- to 15-year-olds.

DATES: Application(s) must be submitted to the National Highway Traffic Safety Administration, Office of Acquisition Management (NPO-320); Attention: Wendell V. Crowder, 1200 New Jersey Avenue, S.E., W53-419, Washington, D.C. 20590. All application(s) submitted must include a reference to NHTSA Cooperative Agreement Number **DTNH22-09-R-00204**. Only complete packages received on or before **3:00 P.M. Eastern Standard Time on Friday, April 23, 2009** 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 Wendell V. Crowder, Contract Specialist, Office of Acquisition Management, by email at Wendell.Crowder@dot.gov or by phone at 202-366-5456. 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 April 10, 2009 via e-mail.**

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Article I. STATEMENT OF AUTHORITY

Reserved

Article II. STATEMENT OF BACKGROUND AND PURPOSE

a. Background

Motor vehicle crashes are the leading cause of death for children 8- to 15-years-old (sometimes referred to as “tweens”). Child restraints and seat belts are the single most effective way to decrease injuries and fatalities in motor vehicle crashes. Primary seat belt laws for children and adults are effective at increasing restraint use. However, in some States the 8- to 15-year-old age group is challenged by being caught in between State child passenger safety (CPS) laws and adult seat belt laws. That is, tweens do not necessarily fall under the coverage provided to young children by CPS laws, nor are they protected by adult seat belt laws.

In 2007, front seat restraint use by children ages 8 to 15 dropped to 82 percent from a high of 84 percent in 2006. In contrast, restraint use for children from 0- to 7-years old increased to 89 percent compared to 84 percent in 2006 (NOPUS). And the percentage of tweens dying unrestrained is holding steady at or around 59 percent compared to 55 percent for motor vehicle occupants 16 and older. And within the group of 8- to 15-year-olds, 65 percent of 13- to 15-year-olds are dying unrestrained (FARS 2006).

Given that in 2007 restraint use for children 0-7 stood high at 89 percent, but was only 77 percent for 16- to 24-year-olds, it can be inferred that the tween years may be when safe occupant protection habits begin to decline. Findings from recent research suggest that there are three segments or targets within the 8 to 15 age range with different attitudes and behaviors toward safety restraints: 8- to 10-year olds (younger tweens), 11- and 12-year-olds (older tweens), and 13- to 15-year-olds (young teens). Efforts to encourage proper belt use in these segments may vary according to the general needs and mindsets of the tweens. Tweens are developing habits that they will often carry into their teenage and adult years, and proper restraint use should be one of those habits.

Studies have shown that one way to ensure that children are properly protected in seat belts is to make sure their parents and other drivers are wearing their seat belts in the vehicle. Despite occurrences of youthful rebellion or boundary-testing, 8- to 15-year-olds still tend to live by the rules and examples set by the parents in their household. While children may express a desire to not wear their seat belts, research suggests there is little resistance when parents tell them to buckle up. However, some parents find that there is a gap in messaging directed to them regarding seat belt safety for their 8- to 15-year-olds. That is, parents are given substantial information on how to keep their infants and toddlers safe in vehicles, but information on the post-booster seat child is sparse.

b. Purpose

The purpose of this Cooperative Agreement is to research, develop, and demonstrate an integrated approach designed to increase and maintain 13- to 15-year-old seat belt use through parental influence at the local level in a community (or communities) that have significant tween populations. The approach may include, but is not limited to, an educational campaign, an awareness campaign, a communications campaign, or a combination of the three, in addition to an enforcement component that will target and engage parents of tweens.

With 13- to 15-year-olds being only a few years away from driving age, it is important to ensure they engage in safe and proper occupant protection habits before they get behind the wheel.

The ultimate goal of this Agreement is the creation of a model program that can be replicated by States interested in increasing and/or maintaining tween seat belt use through parental influence. The grantee may consider findings from NHTSA or other research that have proven to be effective, as a foundation upon which to build the model program.

Article III. SCOPE OF WORK

For the period as hereinafter set forth in Section IV, Performance Period, NHTSA and the Grantee shall furnish cooperatively the necessary personnel, equipment and facilities, and otherwise perform all things necessary for, or incident to, the performance of work (the accomplishment of the specific tasks) as set forth below.

A. Specifically, NHTSA will:

1. Designate a Contracting Officer's Technical Representative (COTR), to participate in the planning and management of this cooperative agreement and to provide liaison and coordination between the Grantee and NHTSA, and technical direction in the identification and development of individual tasks under this Agreement.
2. Be actively involved in every aspect of this project, from conception to final deliverable.
3. Plan and refine, in cooperation with the Grantee's project manager, detailed project descriptions, including estimated performance periods and resource requirements, schedules of reporting requirements and deliverables, and a budget for each task. As appropriate, NHTSA's COTR shall coordinate task implementation considerations within NHTSA.
4. Work actively and closely with the Grantee to oversee implementation of planned activities, in accordance with approved work plans. Provide essential background information and technical assistance to the Grantee, as needed.
5. Review and provide feedback on all materials produced under this Agreement.
6. Provide reimbursement to the Grantee based upon the terms and conditions of each task performed under this Agreement.

B. Specifically the Grantee will:

1. Designate a Project Manager to provide liaison and coordination between NHTSA and the Grantee, and to manage the tasks performed under this Agreement.
2. Coordinate efforts with NHTSA's COTR in the identification and development of tasks considered suitable for performance under this Agreement.
3. Develop a work plan detailing activities the Grantee will undertake to increase tween seat belt use through parental influence. Plan and refine, in cooperation with NHTSA's COTR, a detailed project description, including an estimated performance period and resource requirements, a schedule of reporting requirements and deliverables, and a budget for each task.

4. Perform the effort identified in each task described in this Cooperative Agreement.
5. Advise NHTSA's COTR of any problems in implementing or making progress on any tasks performed under this Agreement, as well as recommended strategies or revisions to the task description, to permit successful performance. All significant decision points, written materials or other work products will be submitted to the COTR for approval.
6. Report on activities on a monthly basis. Meet all milestones and produce all deliverables according to the Milestones and Deliverables section of this agreement.
7. Conduct a final project briefing in Washington, DC, at NHTSA's offices for NHTSA staff. The Grantee shall deliver a briefing to review the project implementation, activities, and other issues arising under the Cooperative Agreement.

C. Specific Requirements and Tasks

Task 1: Participate in Kick-Off Meeting

Within thirty (30) days of the Cooperative Agreement award, the Grantee shall participate with key NHTSA staff and other project team members in an initial briefing/start-up meeting. This start-up meeting will be used to review the project's objectives, planned course of action, responsibilities, milestones and deliverables, and to finalize the Action Plan for the project. The meeting will also serve as a forum to resolve any differences between the government and the Grantee's approach.

Task 2: Review and Revise Draft Action Plan

Within sixty (60) days after the Cooperative Agreement award, the Grantee, in consultation with NHTSA, shall review and revise the Draft Action Plan submitted as part of the original application and technical proposal to assure that it addresses the primary components of the program, including:

- a. Comprehensive Timeline: **The Action Plan must contain a comprehensive project timeline outlining its outreach/implementation strategies and project milestones.**
- b. Program Message and Outreach: **The Grantee will thoroughly describe and** outline the education, awareness, and/or communication message(s) or campaign(s) it plans to develop to increase 13- to 15-year-old seat belt use through parental influence and its outreach strategy. The outreach strategy must successfully reach a broad and diverse parental audience. Examples of appropriate outreach channels include parent and community-based centers and organizations, schools, parent-teacher organizations, faith-based organizations, youth serving organizations with access to parents and caregivers, businesses/employers, member organizations (e.g. insurance companies and automobile associations), sports leagues, etc.

If the Grantee's outreach strategy requires working in or with certain parental organizations and groups, the Grantee must demonstrate that it has the necessary contacts to carry out the program. For example, if the Grantee proposes to reach parents of 13- to 15-year-old parents during PTA meetings, the Grantee must demonstrate that it has contacts with local PTA groups to implement its project.

- c. Enforcement Outreach: The law enforcement community should be an active partner in this project. At a minimum local law enforcement agencies should be informed of the

community activity and outreach and be invited to provide feedback and support. Other ways law enforcement could be involved include:

- Invite law enforcement to outreach events to help educate parents.
- Utilize School Resource Officers to disseminate information to parents.
- Coordinate and support high-visibility enforcement events with law enforcement agencies (check points, saturation patrols, roving patrols, etc.) to coincide with outreach to parents. These events could be undertaken at times and places likely to involve 13- to 15-year-old vehicle passengers. Communicate to parents that enforcement will be taking place to support efforts to develop and encourage safe occupant protection habits.

d. Evaluation: The evaluation will be driven by the program and the strategies that are implemented. At a minimum, changes in tween seat belt use and parental awareness of the tween seat belt problem must be measured.

The Grantee will be required to work with the NHTSA Office of Behavioral Safety Research (BSR) for the duration of the project. The Office of BSR and their evaluator will develop the evaluation design, collect certain observation and public awareness data, analyze the data, provide technical support, and prepare interim and final reports for the project. The Grantee will be primarily responsible for assisting the evaluator with acquiring awareness and observation data (if collected), injury and fatality data, law enforcement data if applicable (e.g., citation and crash information) and providing the program activity information. The evaluator will work with the Grantee to specifically designate evaluation responsibilities.

If possible, data will be collected on tween seat belt use and tween parent seat belt use. All measurements will be taken [at least] prior to and after the program is implemented. Process data will also be collected documenting relevant program details.

The NHTSA evaluator will ensure that data are collected and submitted according to schedule and will review and discuss evaluation results with the Grantee/Grantee Project Manager. The NHTSA evaluator will prepare the required evaluation reports under a separate contract.

e. Program Site(s): The Action Plan will identify the community or communities where the program will take place [hereinafter referred to as the program site(s)]. A description of the program site(s) and the rationale for the selection(s) must be included. The rationale must demonstrate that the site(s) provide access to parents of tweens ages 13-15. For instance, the community must have a significant 13- to 15-year-old population.

The NHTSA COTR will review and approve/comment on the revised Draft Action Plan within fifteen (15) days of receipt and will return to the Grantee for revisions, if any. The Grantee shall discuss any changes recommended by the COTR and incorporate said changes in the Final Action Plan which shall also be submitted to the COTR. NHTSA will coordinate the strategies that will be tested between the two Grantees to ensure a variety of approaches is tested and unnecessary redundancy is avoided.

Task 3: Submit Final Action Plan

The Grantee shall discuss any changes recommended by the COTR and incorporate said changes into a Final Action Plan which will be submitted to the COTR within ninety (90) days after the Cooperative Agreement award.

Task 4: Develop Program Materials and Products

Within six (6) months after the Cooperative Agreement award, the Grantee will develop any materials and products required for demonstration of the approved program message/outreach strategy. All materials and products should have a direct relevance to the project. All materials will be developed in consultation with and approved by the NHTSA COTR, in cooperation with NHTSA's Office of Communications and Consumer Information (OCCI) and NHTSA contract agencies.

Task 5: Test Strategies at the Community Level

Working with NHTSA and its independent evaluation contractor, the Grantee will begin the testing of the strategies by no later than the seventh (7th) month of the project as outlined in the approved Action Plan and will conclude by no later than the eighteenth (18th) month of the project.

The Grantee will implement all the key elements of this initiative in a coordinated manner across the program site(s). NHTSA's evaluation contractor shall work with the Grantee to develop an evaluation plan to assess the Grantee's program. To the greatest extent possible, the Grantee will analyze and report on the relative effectiveness of the various components of the program to guide future program efforts.

NHTSA and its independent evaluation contractor will be involved to help ensure that the demonstration activities overcome local challenges and that the tested strategies yield credible results that can be readily shared with interested partners and States, and modified/adapted where necessary.

The Grantee will provide summaries of reactions to the materials and approaches presented as well as suggestions made for improving their effectiveness to the NHTSA COTR in the Monthly and Final Reports.

Task 6: Submit Monthly Progress Reports

The Grantee will prepare monthly reports beginning ninety (90) days after the Cooperative Agreement award describing the status and progress of all activities outlined in the approved Final Action Plan. The reports will include an up-to-date summary of accomplishments by the Grantee; obstacles and problems encountered and proposed solutions; noteworthy activities, events or successes; copies of communication and outreach materials, articles, ads, media (if any) and evaluation plans, etc., and a Financial Statement of funds and in-kind contributions expended to date. The COTR will approve invoices upon receipt of each Monthly Report and adequate documentation to substantiate payment.

Note: In addition to the monthly reporting requirement, the Grantee and the NHTSA COTR will maintain frequent contact via telephone, e-mail and other means to ensure regular contact about the activities to be conducted under this Cooperative Agreement.

Task 7: Submit Draft Final Report

The Grantee will prepare a draft Final Report that includes a complete description of the project conducted, including a project summary, partners, overall program implementation, evaluation methodology and findings from the program evaluation. Additionally, information on the following elements of the project, when applicable, should be included: project planning, research methodology, implementation and reporting processes, communications forums, methods, and procedures for coordination; major challenges and obstacles

overcome; budget information; and any other information relevant to the development and implementation of the project. This information will help community leaders to easily identify similarities and differences between their communities and those in which this demonstration project took place. It is important to know what worked and what did not work, under what circumstances, and what can be done to avoid potential problems in future projects. A comprehensive project timeline that highlights the project's milestones should be included.

The grantee shall submit the draft Final Report to the COTR 20.5 months after award. The COTR will review the draft report and provide comments to the grantee within 15 days of receipt of the document.

Task 8: Submit Final Report

The Final Report shall be delivered to the COTR no later than 22 months after award of this Cooperative Agreement. The Final Report will reflect the comments made by the COTR. The report will detail the major activities, events, data collection, methodology, and best practices/strategies that can be replicated in other States.

Task 9: Participate in Final Briefing at NHTSA Headquarters

The Grantee shall conduct a final briefing with NHTSA officials and other invited parties in Washington, DC, 24 months after award of this Cooperative Agreement. The Grantee should be prepared to discuss the Final Report and project findings, with the assistance of the NHTSA evaluation and media contactors. Briefing materials (e.g., Power Point presentation) will be submitted to the NHTSA COTR initially in draft format for review and comment 15 days prior to the meeting.

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:

Reaching Parents of Tweens to Increase Tween Seat Belt Use
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Item #	Task #	Milestone (M)/Deliverable (D)	Due Date	# of Copies
1	N/A	Invoices (D) (M)	Monthly to Oklahoma City	1
2	1	Participate in Kick-Off Meeting (M)	30 Days After Award	N/A
3	2	Submit Revised Draft Action Plan (D) (M)	60 Days After Award	1
4	3	Incorporate COTR's Comments on Action Plan and submit Final Action Plan (D) (M)	90 Days After Award	1
5	4	Develop Project Materials and Products (D) (M)	6 months after award	1
6	5	Test Strategies at the Community Level (D) (M)	Beginning 7 months after award to conclude 18 months after award	N/A
7	6	Submit Monthly Progress Reports (D) (M)	Due monthly beginning 90 days after award	1
8	7	Submit Draft Final Report (M) (D)	20.5 months after award	
9	8	Submit Final Report (D) (M)	22 months after award	2
10	9	Final Briefing to NHTSA Headquarters on demonstration process and findings (D)(M)	24 months after award	1

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:

Item No.	No. of Copies	Address
3,4,5,7,8,9,10	1 Hard Copy 1 Electronic Copy	<p align="center">Department of Transportation</p> National Highway Traffic Safety Administration 1200 New Jersey Avenue, SE ,NTI-112 Washington, DC 20590 Room Attn: E-mail Address: Telephone Number: (202) 366-
9	1	<p align="center">Department of Transportation</p> National Highway Traffic Safety Administration Office of Contracts and Procurement NPO-320, W53-419 1200 New Jersey Avenue, SE Washington, DC 20590 Attn: Wendell V. Crowder, NHTSA Contract Specialist E-mail Address: Wendell.crowder@dot.gov Telephone Number: (202) 366-5456
		<p align="center">DOT/NHTSA</p> Aero Center Accounts Payable Branch, AMZ-150 P.O. Box 268911 Oklahoma City, OK 73125 Attn: Mike Monroney

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 \$500,000.00 for each state.
- B. The total project amount of this Cooperative Agreement is \$500,000.00, which represents NHTSA's contribution of \$500,000.
- C. **Approved Project Budget:** The Project Budget on **SF 424**, dated **<DATE>**, 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. **DTNH22-09-R-00204**.
- 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.
- d. Grantee's Name
- e. Contracting Officer
- f. Cot's Name, Phone Number 202 366-XXXX
- g. Contract Specialist
- h. DUNS Number

The designated COTR will recommend payment for each invoice by certifying that the work has been accomplished in accordance with the terms and conditions of this assistance agreement.

2. **Where to send Reimbursement Claims**

**The Grantee shall submit one original invoice to:
DOT/NHTSA
Mike Monroney Aero Center
Accounts Payable Branch, AMZ-150
P.O. Box 26811
Okalahoma City, OK 73126**

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, **DTNH22-09-R-00204** who is also referred to as the NHTSA COTR, is _____. 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.

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:

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.

Grantee’s business information is provided below:

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. 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.

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

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 Wendell V. Crowder. 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 Contract Specialist Wendell V. Crowder at: Wendell.crowder@dot.gov no later than April 23, 2009 5:00 p.m. Eastern Time at the following address:

National Highway Traffic Safety Administration
Office of Acquisition Management
NPO-320, W53-419
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 DTNH22-09-R-00204. Unnecessarily elaborate applications beyond what is sufficient to present a complete and effective response to this Request for Application may not be considered.

END OF ARTICLE XVI PROVISION

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 <DATE>. Applications will be evaluated using the following criteria in order of precedence:

FACTORS:

1. Technical Evaluation

a. Project Description

- The extent to which the applicant's goals are clearly articulated and the objectives are time-phased, specific, action-oriented and achievable.

- The extent to which the applicant clearly identifies and explains creative approaches to reach parents of tweens to increase tween seat belt use and achieve measurable improvement.
- The extent to which the applicant clearly and directly addresses all of the objectives outlined in the request for proposal/application.
- The degree to which the applicant has identified potential barriers to the project and the provided plans for mitigating or eradicating those barriers.
- The extent to which the applicant has appropriate and available partnerships, networks, channels, etc. to carry out the project.

b. Work Plan

- The degree of detail provided in the work plan that indicates how the applicant will complete the tasks outlined in the scope of work.
- The degree to which the planned approach is well-conceived, logical, realistic, and is based upon sound goals and objectives.
- The degree to which the applicant intends to achieve the milestones and deliverables.

c. Personnel Qualifications / Organization

- The extent to which the day-to-day management of the project has been outlined including proposed personnel having clearly described roles and appropriately assigned positions, and the proper level of education and experience to carry out the project.
- The extent to which the applicant has demonstrated support from internal leadership and those that are positioned to make significant accomplishments in increasing tween seat belt use.
- The extent of the applicant's technical and organizational ability to support this project.

d. Experience/Past Performance

- The extent to which the applicant has experience with occupant protection issues regarding 8- to 15-year-olds.
- The extent the applicant has adequate experience in traffic safety issues and program experience.
- The applicant's satisfactory history of grantor/grantee relationships, as demonstrated by on-time completion of past efforts, and reports indicating a high level of satisfaction from government agencies and other organizations.
- The extent to which the applicant has a good record of financial responsibility and accountability as it relates to the use of federal funding, and a demonstrated history of compliance with regulations that apply to federal assistance agreements.

2. Cost Evaluation

The Applicant's prepared budget will be evaluated for fairness and reasonableness of costs 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.

3. Proposal Questions

NHTSA reserves the right to ask one or all of the proposed contractors clarifying questions concerning their respective proposals. NHTSA will ask specific questions relating to the proposal and expect clear answers in an expedited manner.

4. Negotiations

NHTSA reserves the right to make an award without discussion, i.e., an award of a Contract 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 only if NHTSA concludes that, after studying the initial applications, negotiations are in fact necessary or are in the Government's best interests.

END OF ARTICLE XVII PROVISION

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

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

END OF ARITCLE XVIII PROVISION