

**STATEMENT OF WORK
REGION 2 LAW ENFORCEMENT LIAISON
DTNH22-10-R-00325**

ARTICLE I. TECHNICAL INFORMATION

a. Background

The United States Secretary of Transportation has been asked to work with Congress, the states, and other concerned groups to develop initiatives to increase safety belt use and reduce the incidence of impaired driving. Ambitious goals have been set for these initiatives: 90% seat belt use and an alcohol-related fatality rate of 0.45.

The models for the enforcement components of the national campaigns plan have been named “Click It Or Ticket”(CIOT) and “Drunk Driving, Over the Limit Under Arrest”(DDOLUA) sending a strong message throughout the Nation, States and communities of the certainty of safety belt and impaired driving enforcement and the threat of citations for those disobeying these laws.

The strategy to reach these goals is:

States set their own numerical goals for increasing seat belt usage and reducing their alcohol fatality rates.

NHTSA sets the national traffic safety agenda.

States and communities are encouraged to conduct periodic, highly visible enhanced enforcement of belt use and impaired driving laws using selective traffic enforcement strategies. National, state, and local organizations are encouraged to work with health care providers to promote occupant protection; and with the media and enforcement entities wherever possible to enhance efficiency and impact.

b. Purpose

The effectiveness of this program depends on the commitment and participation of law enforcement agencies at the state and local levels. To accomplish their goals and objectives, law enforcement agencies may need technical assistance about program concepts, or other components and they will need contact points to get this assistance. To assist in implementing the CIOT and DDOLUA initiatives, the grantee will be provided an experienced law enforcement officer (active or retired) to serve as the Regional Law Enforcement Liaison (LEL), who will market and coordinate the CIOT and DDOLUA campaigns Region- wide, with law enforcement agencies at the state, county, and municipal levels, in all of the Region 2 areas (New Jersey, New York, Pennsylvania, Puerto Rico and Virgin Islands).

Specifically:

A. NHTSA will:

1. Provide funding to the Grantee for a period not to exceed 5 years.

Provide a Contracting Officer's Technical Representative (COTR) to participate in the planning and management of this agreement and to coordinate the activities specified in this agreement;

Provide information and technical assistance from government sources within available resources and as determined appropriate by the COTR.

Provide guidance to the LEL in planning and development of strategies used in the project and in the coordination of the project with the State Offices of Highway Safety; Federal Agencies; Regional, State, and local Police Associations; and other police agencies and organizations interested in contributing to the support of this project effort.

Stimulate the exchange of ideas and information among recipients of related projects through periodic meetings.

The Grantee shall:

1. Provide a Project Officer to perform the activities described in this Agreement and select, with the concurrence of the NHTSA Region 2 office, an LEL to work with the U.S. Department of Transportation, National Highway Traffic Safety Administration.

Perform the activities as described below and do so in conjunction with NHTSA. Any requests for changes to the activities described in this cooperative agreement must be submitted to the NHTSA Contracting Officer (CO) for review and approval prior to making any changes.

Assist the NHTSA Region 2 office in support of the Click It or Ticket Mobilization, the Drunk Driving. Over the Limit. Under Arrest Crackdown, and other high-visibility enforcement campaigns.

Specific Requirements and Tasks:

C.1. Task 1: Meeting and Selection of the Law Enforcement Liaison

After the award of Cooperative Agreement, a meeting with the grantee to discuss the agreement, SOW will be conducted. An LEL will be selected jointly by the grantee and the NHTSA Region 2. The LEL will participate in NHTSA trainings as specified by the NHTSA Region. This training will provide the LEL with needed program knowledge for the purpose of providing technical assistance to his/her state law enforcement partners and to provide needed training throughout the Region.

C.2 Task 2: Develop a Work Plan Based on Regional Action Plan

After initial meetings with regional staff and becoming familiar with the Region 2 regional action plans, national enforcement and awareness efforts, and other Regional Office resources available for assisting enforcement agencies in implementation of these initiatives, the grantee and LEL, with assistance of the Region 2 staff will develop a work plan describing the strategies, programs, products and resources to be used to achieve the project goals.

C.3 Task 3: Communicate with Key Partners

The LEL will participate in conference calls and correspond with State Highway Safety Offices, State Police Chiefs' Associations, State Sheriff's Associations, and other appropriate entities and organizations concerning the LEL's availability to assist in efforts designed to help reach NHTSA's goals of increased seat belt usage rates and reduced levels of impaired driving.

A significant component of this task will be the creation (if necessary) and/or distribution of promotional materials such as flyers, response/reporting cards, calendars, and other products alerting and encouraging police agencies with regard to National, Regional and State efforts. The purpose of this is to:

- Increase or maintain police participation in traffic safety campaigns
- Increase enforcement efforts such as number of patrols, citations issued, etc.
- Collect and analyze local data on belt use and impaired driving

C.4 Task 4: Arrange and participate in meetings

With the assistance of the COTR, the LEL will meet with Governor's Representatives, State Patrol/ Police officials, State Enforcement Association officials to help secure zero tolerance enforcement of seat belt and impaired driving laws (including underage drinking), identify training needs, solicit support for high visibility enforcement waves for impaired driving and occupant protection, and discuss and seek input into planning region-wide traffic safety law enforcement activities. The Grantee and LEL shall promote NHTSA's Seat Belt and Impaired Driving agendas as well as other priority issues. The LEL shall submit trip reports for each such meeting, which will describe the meeting's purpose, participants, the subjects or issues raised, and any follow up actions required.

All progress in Task 4 shall be included in monthly report for submission to COTR

C.5 Task 5: Coordinate regional efforts with States' activities

The LEL, through the Grantee with NHTSA's assistance will coordinate impaired driving issues with the Regions' and States' alcohol coordinators, and coordinate occupant protection issues with the Region's and States' occupant protection coordinators. Encourage the use of state enforcement plans and promote the expansion of "24/7" enforcement for seat belts and impaired driving. Provide technical assistance for High Visibility Enforcement efforts and participate in a region-wide taskforce to develop a "24/7" plan.

All progress in Task 5 shall be included in monthly report for submission to COTR

C.6 Task 6: Provide technical assistance to State LELs

Provide technical assistance to State-level LELs in Region 2 to develop strategies to penetrate every level of law enforcement including the formation of traffic enforcement networks in those States. Encourage the expansion of the LEL function in each state.

All progress in Task 6 shall be included in monthly report for submission to COTR

C.7 Task 7: Identify partnering opportunities and provide support to these organizations

Identify key coalitions, advocacy groups, associations and similar organizations, and provide technical assistance to them. Such assistance will be in the form of customized presentations and materials, and overall program guidance to help these organizations promote traffic safety programs to their members, customers and constituents.

All progress in Task 7 shall be included in monthly report for submission to COTR

C.8 Task 8: Provide technical assistance to NHTSA Region 2

Assist the Region in its efforts to promote and coordinate combined enforcement and awareness efforts.

Typically, the 2-week CIOT mobilization commences before the Memorial Day weekend, and the 2-week DDOLUA Crackdown commences before the Labor Day weekend. Additionally, States are encouraged to conduct an additional campaign at another time of their choosing. The LEL shall market the use of sobriety checkpoints, saturation patrols, enforcement zones, ABC stings and other proven enforcement strategies.

All progress in Task 8 shall be included in monthly report for submission to COTR

C.9 Task 9: Brief law enforcement agencies

Organize, with regional office assistance and input, briefings for law enforcement and the State Highway Safety Offices to discuss the issues and strategies that can be implemented to increase seat belt use and reduce impaired driving and underage drinking throughout the region. The dialogue should include the applicability of Community Policing concepts to traffic safety issues, and the benefits that Safe Communities programs provide toward achieving successful traffic policing outcomes. Trip reports will be submitted for each such briefing, which will describe the meeting's purpose, participants, the subjects or issues raised, and any follow up actions required. All progress in Task 9 shall be included in monthly report for submission to COTR.

C.10 Task 10: Support National Campaigns

The grantee and LEL shall work to support the national campaigns by performing the following technical assistance activities, at the direction of the COTR, with endorsement for the State Highway Safety Office(s) and in conjunction with an outlined Law Enforcement Liaison Plan.

Conduct outreach and briefings on impaired driving and seat belt use to the law enforcement community and other partners to promote seat belt and child safety seat training, integrated and periodic seat belt and child safety seat enforcement campaigns, "Chiefs Challenge," "Saved by

the Belt," and "Safe Communities." In person visits to law enforcement agencies in Region 2 will be conducted as well as attending regional law enforcement meetings.

Institutionalize NHTSA law enforcement training for belts and impaired driving. Promote Traffic Occupant Protection Strategies Training (TOPS), Standard Field Sobriety Testing (SFST), Drug Recognition Expert (DRE), Advanced Roadside Impaired Driving Enforcement (ARIDE), Media Skills Workshop (MSW), Law Enforcement Public Information Workshop (LEPIW), Legislative Advocacy and Child Safety Seat Workshops (Operation Kids) for the law enforcement community and to help establish training courses as required across the region.

Promote collaborative efforts to implement the Buckle Up America campaign and impaired driving initiatives at Regional and/or State law enforcement conferences by means of panel presentations, exhibits, and networking with conference participants.

Assist the State Highway Safety Offices in their occupant protection program and impaired driving activity and to strengthen/improve their Occupant Protection and impaired driving legislation and enforcement as requested.

In coordination with the Region 2 media specialist, assist with media events including law enforcement executives or their designees as. Promote use of radio tag-lines at identified radio stations; provide scripts/tag lines to local interested law enforcement executives for their use with local stations in their communities.

Promote statewide "Law Enforcement Challenges" to encourage and promote participation in National, Regional and State traffic safety campaigns, specifically the CIOT mobilization, DDOLUA Crackdown, and sustained enforcement efforts.

All progress in Task 10 shall be included in monthly report for submission to COTR

C.11 Task 11: Coordinate and complete all regional and state reporting requirements

Coordinate and complete all regional and state reporting requirements of the national mobilizations and crackdowns, and other similar tasks. During the Agreement period, several reports need to be submitted to NHTSA HQ to provide leadership with the status of various campaigns and programs and/or an evaluation of such efforts. The LEL shall be familiar with all reporting requirements, communicate these requirements to the appropriate individuals and organizations (regional, state and local), assist in gathering the needed information and in a timely manner, assist in submitting a complete, coordinated response to these items. All reporting tasks must be coordinated with the Governors' Representatives and the State offices of Highway Safety law enforcement liaisons, if designated. The Region 2 LEL is the supporting professional resource to the State's lead role, unless the State Highway Safety Office lacks the personnel and resources to manage LEL related tasks.

C.12 Task 12: Attend and participate in meetings and conferences

Attend and participate in appropriate National, Regional, State and local enforcement and traffic safety meetings and conferences, to gain insight into existing programs and to provide technical

assistance to others with regard to NHTSA's priority programs and mobilization efforts. Conduct a Region-wide SFST coordinators meeting annually, either by conference call or in person. Trip reports will be submitted for each such meeting, which will describe the meeting's purpose, participants, the subjects or issues raised, and any follow up actions required

C.13 Task 13: Reporting Requirements

1. Monthly Progress Reports

The LEL and Grantee shall furnish a Monthly Progress Report to the NHTSA Contracting Officer (CO) NHTSA COTR by the 10th of the month following the month being reported. (See Section III, Scope of Work, Subsection D, Performance Milestones and Deliverables). The Monthly Report shall be e-mailed in Microsoft (MS) WORD Excel, PDF, or combination of all three formats. . At a minimum, the Monthly Report shall include a narrative description of the following items:

Accomplishments made during the reporting period.

Funding expended during the reporting period.

Problems or delays encountered while conducting services during the reporting period.

Specific actions that the Grantee or LEL would like NHTSA to undertake to solve problems or delays encountered during the reporting period.

Plans for accomplishments in the next reporting period.

Technical assistance requests for the reporting period

Training activities completed or scheduled to be completed.

Draft Final Report

One month prior to the completion of the assistance agreement, the LEL and Grantee shall submit a Draft Final Report (DFR) to the NHTSA COTR for review. The draft final report shall cover all twelve (12) tasks outlined under Sections C.1 through C.12, above. The NHTSA COTR and other NHTSA staff will review the DFR, provide comments and return to the LEL and Grantee within two weeks from NHTSA's receipt of the DFR.

3. Final Report

The LEL and Grantee shall provide a Final Report that presents the results from all twelve (12) tasks in Sections C.1 through C.12, above, and address any issues presented by NHTSA as a result of its review of the DFR. . The final report will summarize all activities conducted during the project period by the LEL, Regional Office, and state and local initiatives. The final report will also include an assessment of the region's mobilization campaigns. The Grantee shall provide this Final Report electronically to the NHTSA COTR and the NHTSA Contracting Officer.

4. Required Format for Final Report

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/

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 a 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>

ARTICLE III. SCOPE

For the period as hereinafter set forth in Section V, 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.

ARTICLE IV. FINANCIAL ADMINISTRATION

* See Section IV, Financial Administration, Subsection D, Payment.
Place of Delivery

USDOT/ National Highway Traffic Safety Administration
Region 2
Attn.: Richard Simon, COTR
222 Mamaroneck Avenue, Suite 204

White Plains, NY 10605
Telephone: 914-682-6162
E-mail: richard.simon@dot.gov

USDOT/ National Highway Traffic Safety Administration
Office of Contracts and Procurement, NPO-220
Attn: Sharon Burgess Anderson
Contract Specialist, W53-413
1200 New Jersey Ave SE
Washington, D.C. 20590
Telephone: 202-366-6283
E-mail: sharon.b.anderson@dot.gov

ARTICLE V. PERIOD OF PERFORMANCE

The anticipated period of performance of the resultant Cooperative Agreement awarded is up to sixty (60) months from the award date shown on the Face Page of the Cooperative Agreement.

ARTICLE VI. TERMINATION

Upon ninety (90) days advance written notice by the NHTSA Contracting Officer, performance under a Cooperative Agreement may be terminated in the event that the prescribed funds are not available or the performance of the effort does not produce the intended result.

ARTICLE VII. ELIGIBILITY REQUIREMENTS

Law enforcement agencies at the state and local levels.

ARTICLE VIII. 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 contract 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 IX. REPORTING REQUIREMENTS AND DELIVERABLES/MILESTONES OF THE COOPERATIVE AGREEMENT

An awarded Cooperative Agreement will include the following requirements:

a. Progress Reports

Quarterly Progress Reports. Provide quarterly progress briefings/presentations and status reports to the Government and/or entities specified by the Contracting Officer's Technical

Representative (COTR), including submission of a briefing package in electronic format suitable for formal presentation at national meetings and posting on a web site. The briefing package shall include pictures, graphics, and figures suitable for inclusion in a U.S. DOT newsletter intended for a broad audience.

Annual Published Task Reports. Annually provide publishable task reports, as well as interim reports and a publishable final report that discuss and document the results of the activities performed as part of the Cooperative Agreement.

b. Financial Status Report

The Financial Status Report shall consist of a Standard Form 269 or 269A in accordance with OMB Circular A-110, Subpart C, Section 52. The Financial Status Report shall also include a breakdown by cost accounting elements of funds spent during the quarter as well as funds spent to date separately for each project, and one cumulated for all costs incurred under the Cooperative Agreement.

c. Report of Federal Cash Transactions

The report of Federal Cash Transactions shall consist of a Standard Form 272, and, when necessary, its continuation sheet, Standard Form 272A, in accordance with OMB Circular A-110, Subpart C, Section 52.

d. Other Products

All data files necessary with thorough documentation (objective test conditions, variables measured, notation, formats, etc.) will be delivered to the COTR. The Grantee shall provide access to testing and results such that a thorough independent evaluation may be accomplished.

e. Requirements for Printed Material

Printed materials must be provided to NHTSA in both printed form (original and one copy) and electronic form in CD-ROM format or other appropriate format acceptable to the COTR.

All Program materials shall be submitted

Original application format

Section 508 compliant version

A PDF file for viewing with Adobe Acrobat

An HTML file

Note: All contractors preparing publications for NHTSA must submit them in a format ready for posting on the World Wide Web. All documents must be Section 508 compliant and both Netscape (versions 4.0 or later) and Internet Explorer (versions 5.0 or later) compliant. All HTML documents must comply with the accessibility standards of 36 CFR §1194.22 that implement Section 508 of the Rehabilitation Act of 1973. All submissions shall include a completed Web-based Internet Information and Application Section 508 Checklist. These

standards and guidelines are available for viewing in greater detail at the Access Board Web Site at: <http://www.access-board.gov/sec508/guide/1194.22.htm>.

f. Reporting Requirements – Performance Deliverables/Milestones and Schedule

The Grantee shall deliver the original for all reports identified below to the Contracting Officer and one copy to the Contracting Officer's Technical Representative. As stated above, reports shall be provided in both paper and electronic form. Deliverables in electronic form (e.g. electronic data) shall be submitted to the Contracting Officer's Technical Representative on CD-ROM or other format acceptable to the COTR.

NOTE: Applicants may also propose alternative Estimated Due Dates for the deliverables identified below, as well as, additional deliverables, as appropriate, for each listed Activity.

This schedule is based on a two year period of performance. If an applicant proposes a three year period of performance, the deliverable dates will be adjusted according to the actual period of performance.

g. Intellectual Property

Intellectual property consists of copyrights, patents, trademarks and any other form of intellectual property rights covering the recipient bases, software, inventions, training manuals, systems design or other proprietary information in any form or medium.

It is the policy of the U.S. DOT to allow the non-Federal partners of a Partnership Agreement to retain all intellectual property rights developed under this agreement with the following limitations:

Copyrights. NHTSA, as the contracting U.S. DOT agency, reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

a. The copyright in any works developed under this agreement, or under a subgrant or contract under this agreement; and

b. Any rights of copyright to which the recipient under this cooperative agreement, its subgrantee, or contractor purchases ownership with Federal financial assistance provided by this agreement.

Patents. Rights to inventions made under this Agreement shall be determined in accordance with 37 CFR, Part 401. The standard patent rights clause at 37 CFR, Section 401.14, as modified below, is hereby incorporated by reference.

a. The terms "to be performed by a small business firm or domestic nonprofit organization" shall be deleted from paragraph (g) (1) of the clause;

b. Paragraph (g) (2) and (g)(3) of the clause shall be deleted; and

c. Paragraph (1) of this clause, entitled "Communications" shall be read as follows: "(1) Communications. All notifications required by this clause shall be submitted to the NHTSA Contracting Officer."

h. Protection of Confidential Information

Subject to the provisions of 5 U.S.C. § 552(b) (4) and 49 CFR Part 512, NHTSA shall keep confidential any Proprietary Information or Data disclosed by the Grantee to NHTSA in the performance of this Agreement. Any Proprietary Information or Data submitted to NHTSA by the Grantee for which confidentiality is requested must be clearly marked and submitted in accordance with regulation at 49 CFR Part 512.

i. Disputes

The parties to this agreement shall communicate with one another in good faith and in a timely and cooperative manner when raising issues under this Disputes provision. Any dispute, which for the purposes of this provision includes any disagreement or claim, between NHTSA and the Grantee concerning questions of fact or law arising from or in connection with this agreement and whether or not involving alleged breach of this agreement, may be raised only under this Disputes provision.

Whenever a dispute arises, the parties shall attempt to resolve the issues involved by discussion and mutual agreement as soon as practical. In no event shall a dispute that arose more than three months prior to the notification made under the following paragraph of this provision constitute the basis for relief under this article unless NHTSA waives this requirement.

Failing resolution by mutual agreement, the aggrieved party shall document the dispute by notifying the other party in writing of the relevant facts, identify unresolved issues and specify the clarification or remedy sought. Within five working days after providing written notice to the other party, the aggrieved party may, in writing, request a decision from the Contracting Officer. The other party shall submit a written position on the matters in dispute within thirty calendar days after being notified that a decision has been requested. The Contracting Officer shall conduct a review of the matters in dispute and render a decision in writing within thirty calendar days of receipt of such written position. Any decision of the Contracting Officer is final and binding unless a party shall, within thirty calendar days, request further review as provided below.

Upon written request to the NHTSA Associate Administrator for Vehicle Safety Research, or designee, made within thirty calendar days after the Contracting Officer's written decision or upon unavailability of a decision within the stated time frame under the preceding paragraph, the dispute shall be further reviewed. This review shall be conducted by the NHTSA Associate Administrator for Vehicle Safety Research. Following the review, the NHTSA Associate Administrator for Vehicle Safety Research, will resolve the issues and notify the parties in writing. Such resolution is not subject to further administrative review and to the extent

permitted by law, shall be final and binding. Nothing in this Agreement is intended to prevent the parties from pursuing disputes in a United States Federal Court of competent jurisdiction.

ARTICLE X. APPLICATION PROCEDURES

a. Each Applicant shall submit:

(a) One original hardcopy Office of Management and Budget (OMB) 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 <http://www.whitehouse.gov/omb/grants/index.html>.

(b) Five (5) CD-ROM copies of the technical proposal. Technical Proposals shall not exceed 25 pages. All pages shall reference NHTSA **Request for Application DTNH22-10-R-00325**. Appendices, which may be included, are not counted in the page limit (see below).

(c) Five (5) CD-ROM copies of the cost proposal. While the 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/sub-grants with similar detail if known; and overhead). The Applicant's plan for fulfilling the mandatory 50% funding contribution must be detailed.

All estimated costs must be separated by each cooperative agreement year.

All the material specified in this Article X "Application Procedures" must be submitted to the following address by no later than **Monday, April 19, 2010, 2:00 PM Eastern Time**:

U.S. DOT, NHTSA
Sharon Burgess Anderson
Contract Specialist
Office of Acquisition Management (NPO-320),
1200 New Jersey Avenue W53-413
Washington, D.C. 20590,
Attention: Name (202) 366-6283
sharon.b.anderson@dot.gov

Only complete packages received on or before the specified due date will be considered. No facsimile transmissions will be accepted. Applications must reference **DTNH22-10- R-00325**. Unnecessarily elaborate applications beyond what is sufficient to present a complete and effective response to this Announcement may not be considered.

NOTE: All offerors are warned that special security procedures exist which may delay delivery of material directly to the NHTSA Office of Acquisition Management in Room W53-413 at 1200 New Jersey Avenue, S.E. , Washington D.C. 20590. Nevertheless, applications must be received in the Office of Acquisition Management by the closing date and time, in order to be considered timely It is strongly recommended that each Applicant telephone the Contract Specialist, Sharon Burgess Anderson, (202) 366-6283 to verify receipt of the application.

c. Although the technical proposal, cost proposal, and required hardcopy original application forms may be shipped together in the same package, the technical proposal must be saved and identified on CD-ROM's which are separate from the cost proposal CDs. No cost or pricing information shall appear in the technical proposals. Technical and Price Proposals may be submitted either in Microsoft Word or PDF format.

NOTE: FACSIMILE APPLICATIONS WILL NOT BE CONSIDERED.

d. Technical Proposal Requirements and Organization.

(a.) Technical Proposal - Section One

In addition to the information required by the Plan of Work and Methodology (Article I, Section IV) the following issues must be addressed in the Technical Proposal & Work Plan:

(1) Definition of the crash problem areas to be addressed. A discussion of the target crash problem areas that the advanced technology would address, including a discussion of the size of the crash scenarios and their individual causalities.

(2) Proposed Description of the Advanced Technology or Technologies. A discussion of the advanced technology or technologies proposed. Concept drawings may be used to convey a clear concept of the system. Care should be taken to describe the details related to the technology including, for example, sensors, algorithms, driver-vehicle interfaces, etc.

(3) Potential Benefits When the Countermeasure is Deployed. A qualitative discussion describing the safety benefits that would be expected from the deployment of the technology.

(b.) Technical Proposal - Section Two:

Section Two of the Technical Proposal shall include the following information:

Staffing. The application shall include the names of the staff personnel proposed, and state the position each such person is proposed to occupy as related to this project. The Applicant shall provide the number of labor hours proposed for each person, for each labor category and for each individual task. In addition, a biographical summary (resume) for each proposed staff person shall also be included, except that no resume need be provided for clerical positions. Each biographical summary shall clearly identify and describe the individual's education and experience as it relates to the performance of this particular project.

Experience and Past Performance. Applicants shall identify in their proposal relevant project experience. In addition, each Applicant shall submit information regarding at least two (2)

similar projects (contracts, subcontracts, grants, and/or cooperative agreements) which have been performed by the Applicant within the past three (3) years. The Applicant must provide information on at least two (2) such projects and at least two past performance references in its application. If the Applicant's work history encompasses fewer than two such projects, then the Applicant shall include, among its past performance references, projects performed by any of the Applicant's organizational components, lower tier entities, and/or individuals whom the Applicant is proposing to use as professional staff for this particular Cooperative Agreement.

The Applicant must provide the following information in their application:

Name and address of the customer for whom the work was performed.

The name, title, and the current telephone number of the point of contact within the customer's technical office, who can provide an evaluation of the Applicant's technical performance on the project in question.

The name, title, and current telephone number of the point of contact within the customer's contracting/business office.

The contract number or the project number of the past performance project.

The title of the project.

The date of contract or project award.

The period of performance.

The type of contract, such as firm fixed price, cost reimbursement, etc.

Total dollar value of project at time of award and at completion if cost reimbursable.

Brief description of product or services.

Facilities and Equipment. Applicants must include a statement regarding availability of facilities and equipment necessary to accomplish the required work. If any or all of the required facilities are government-owned, a complete listing of those facilities is required, along with the name of the cognizant Government agency furnishing the facilities and the project and/or contract number(s).

Contractors, Sub-recipients, Sub-Contractor, Other Entities, Individual Consultants, etc.: If any sub-recipient, any sub-Contractor, any affiliate, any partner, any joint venture, any other entity other than the Applicant's own organization, or any individual consultant will be used in carrying out the work of this project, the following minimum information concerning each such entity or individual shall be included in the application:

Name and address of the entity or individual consultant.

Statement of work, for the portion of work to be conducted by the entity or individual consultant.

Names and positions of personnel who will work for the entity on this project.

A letter or other statement from each such entity and from each such individual consultant, indicating that the entity or individual consultant has been approached on the matter of participation in this project and is willing to participate on the terms indicated.

e. Cost Proposal Requirements:

The Cost Proposal shall include the following information:

1. Budget Information

Each Applicant shall submit a completed Application for Federal Assistance, Standard Form (SF)-424 and Budget Information – Non-Construction Programs, SF-424A.

Each Applicant shall clearly and thoroughly set forth its proposed costs by submitting a spreadsheet or spreadsheets, (along with any appropriate subsidiary schedules and attachments), in its application. Spreadsheets shall be submitted in either Excel or PDF formats. The Applicant's cost proposal shall cover not only the costs proposed within the prime recipient's organization, but also the costs proposed to be incurred by every lower-tier organization serving under the prime recipient. (e.g. sub-recipients, consultants, subcontractors, and non-leading partners). The cost proposal shall clearly identify and display the following information as applicable:

Direct labor by person/labor category, showing of the number of proposed hours for each particular person/labor category, and also showing the starting un-loaded hourly pay rate for each person/labor category and pay "escalations" that are being proposed.

Cost Sharing. Each Applicant shall clearly show how much of the budget is to be paid with Federal Funds, and how much will be funded through the applicant's cost sharing plan.

Applicants shall ensure that all proposed non-Federal contributions are allowable costs according to the cost principles in Office of Management and Budget (OMB) Circular A-102.

Indirect Cost percentage Rates and dollar amounts. This includes items such as overhead, fringe benefits, general and administrative (G&A) and/or facilities & administration (F&A).

Applicants should provide support for each particular proposed indirect cost element (as a percentage) that is contained in their proposal including copies of any negotiated rate agreements.

Travel Costs. Provide a breakout of proposed travel costs by person-trip. For each such person-trip, show the point of origin, the outbound destination, purpose of the trip, estimated number of days, and the estimated travel costs for each trip, showing air fare, lodging and food and incidental per diem costs.

Other Direct Costs. Each Applicant's application shall provide a breakout of Other Direct Costs. The term "Other Direct Costs" typically includes items such as the following, to the extent that the following items are not already included in some indirect cost pool such as overhead: (1) photocopying; (2) postage; (3) long distance telephone calls; (4) facsimile; (fax) transmissions; (5) overnight shipping (6) materials; (7) Equipment, including computer equipment or computer software. Other Direct Costs shall be included in each budget summary, for the prime and all proposed subcontracts.

Cost Itemization and Cost Support for Lower-Tier Entities. Applicants shall itemize and support the costs proposed for each sub-recipient, each consultant, each subcontractor, and each non-leading partner.

Fee. No fee may be proposed for the Applicant or any Applicant partner. However, fees may be proposed for vendors and/or subcontractors.

Sub-recipients, Sub-Contractor, Other Entities, Individual Consultants, etc.: If any sub-recipient, any sub-Contractor, any affiliate, any partner, any joint venture, any other entity other than the Applicant's own organization, or any individual consultant will be used in carrying out the work

of this project, full support for the costs and pricing proposed for each such entity or individual consultant shall be provided. The Applicant shall include for each such entity or individual consultant being proposed, the same kinds of cost and pricing support, and the same level of detail, as are required above for the support for the prime Applicant's own internal costs. For each proposed individual consultant, the person's proposed starting hourly pay rate should be supported by at least two recent invoices wherein that consultant has both: (1) billed a client at an hourly pay rate equal to or greater than the one being proposed as the starting rate under this Cooperative Agreement, and (2) been paid by the client, at the hourly pay rate billed in that invoice. If the proposed individual consultant's work history does not include two such invoices, please provide an explanation.

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 only if NHTSA concludes that, after studying the initial applications, negotiations are in fact necessary or are in the Government's best interests

The Government reserves the right to request, at any time after the receipt of applications and before award, additional cost or price information necessary to perform an analysis. However, because an award may be made without negotiations and without any discussion, each Applicant shall document and support the proposed costs so thoroughly that no additional information is needed by NHTSA.

Facilities and Special Equipment, Including Tooling: It is the policy of NHTSA not to provide general or special purpose equipment, facilities, or tooling of a capital nature except in unusual circumstances. NHTSA does not plan to provide such items to the Recipient of the Cooperative Agreement resulting from this RFA.

ARTICLE XI. APPLICATION REVIEW PROCESS AND EVALUATION FACTORS

Each application package will be reviewed initially to confirm that the Applicant is an eligible candidate (as described under Article VI, Eligibility Requirements) and has included all of the items specified in the Application Procedure (Article IX) section of this Notice. The NHTSA Evaluation Committee will evaluate applications submitted by eligible candidates. Applications will be evaluated using the following criteria:

Factor	Weight
Factor 1. Project Description	25
Factor 2. Work Plan	35
Factor 3. Personnel Qualifications/Organization	20
Factor 4. Experience/Past Performance	20

The proposed scoring system is based on a score of 1,000, which is the maximum score a proposal can accumulate by receiving an outstanding rating on each evaluation factor. The quality rating scheme and evaluation factor weights are:

Factor	Score	Weight	Maximum
1	0-10	40	400
2	0-10	25	250
3	0-10	20	200
4	0-10	10	100
5	0-10	5	50

Unsatisfactory. Grossly insufficient detail or inadequate approach, methods, organization, or capabilities. Serious deficiencies exist in significant areas; the proposal cannot be expected to meet the minimum requirements without major revisions. Or the proposal is so deficient that it is not capable of being evaluated.

Below Average. Fails to meet the minimum requirements, but is of such a nature that it has correction potential without major revisions to the proposal.

Average. Generally meets minimum Notice requirements; responded to all major aspects of the procurement; capable of achieving desired objectives of the procurement.

Above Average. Extensive and detailed response to all requirements; potential for high quality performance results in one or more areas covered by the procurement.

Outstanding. Comprehensive, in-depth response to all requirements; professionally superior approach. Consistently high quality performance results likely in all major areas covered by the procurement.

Factor 1. Project Description (25 percent)

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

The extent the applicant clearly and directly addresses all of the objectives outlined in the request for proposal;

The degree to which the applicant has identified potential barriers to the project and the provided plans for mitigating or eradicating those barriers.

Factor 2. Work Plan (35 percent)

The Applicant's description of the proposed safety problem and technology countermeasure shall demonstrate:

That a significant safety problem is being addressed and the potential benefit in saving of lives, injuries and property damage is high;

That the technology countermeasure proposed is innovative and not currently available in series production.

Factor 3. Personnel Qualifications/Organization (20 Percent)

The Applicant's description of the proposed program schedule shall demonstrate:

The extent to which the proposed personnel have clearly described roles and appropriately assigned positions, and the proper level of education and experience to carry out the project. The extent the applicant demonstrates the ability to produce high quality products, provide deliverables in a timely manner, assemble and moderate small group meetings and provide technical expertise for filming and editing techniques.

Factor 4. Experience/ Past Performance (20 percent)

The Applicant's proposal will be evaluated on:

The extent to which the applicant has experience in training video script writing, filming and editing;

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.

Cost Evaluation

The Offeror's prepared budget will be evaluated for fairness and reasonableness of costs to determine "Best Value".

ARTICLE XII. TERMS AND CONDITIONS OF AWARD

Prior to award, each Applicant shall comply with the certification requirements of 49 CFR Part 20, U.S. Department of Transportation New Restrictions on Lobbying, and 49 CFR, part 29, U.S. DOT Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirement for Drug Free Work Place (Grants). Certification requirements are electronically available for download at:

<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 (see Appendix A).

Appendix A. GENERAL PROVISIONS FOR ASSISTANCE AGREEMENTS

NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION GENERAL PROVISIONS FOR ASSISTANCE AGREEMENTS

This assistance agreement shall be subject, as applicable, to the administrative requirements contained in the following documents or regulations which are hereby incorporated by reference, with the same force and effect as if they were given in full text:

49 CFR Part 18 – Department of Transportation Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. <http://www.dot.gov/ost/m60/grant/49cfr18.htm>

49 CFR Part 19 – Department of Transportation Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations, and, for purposes of this agreement, with commercial organizations, except as otherwise provided elsewhere in these terms and conditions. <http://www.dot.gov/ost/m60/grant/49cfr19.htm>

49 CFR Part 20 – Department of Transportation New Restrictions on Lobbying. <http://www.dot.gov/ost/m60/grant/49cfr20.htm>

49 CFR Part 29 – Department of Transportation Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants). <http://www.dot.gov/ost/m60/grant/49cfr29.htm>

In addition, the following provisions are applicable to this agreement that provides Federal financial assistance authorize by statute.

1. Definitions
2. Allowable Costs
3. Audit Requirements
4. Standard Patent Rights
5. Data Collection
6. Protection of Individual Privacy
7. Rights in Data
8. Restrictions on Printing
9. Other Administrative Provisions and Assurances
10. Order of Precedence

DATE: 7/95

1. DEFINITIONS. Throughout this assistance agreement, the following terms shall have the meanings set forth below:

a. The term “Secretary” means the Secretary of the Department of Transportation or his duly authorized designee.

b. The term “Department” means the Department of Transportation (DOT).

c. The term “Agency” means the National Highway Traffic Safety Administration (NHTSA).

d. The term “Contracting Officer” or “CO” means any person authorized to execute the agreement on behalf of the NHTSA.

e. The term “Contracting Officer’s Technical Representative” or “COTR” means the CO’s authorized representative responsible for the programmatic/technical administration of the agreement, the evaluation of performance under the agreement, the acceptance of technical reports, and for other specific responsibilities as may be stipulated in various provisions of the agreement.

f. The term “Grantee” means the recipient of the award of the assistance agreement, whether a grant or cooperative agreement, and includes the following:

(1) States, local governments or Federally recognized Indian tribal governments as defined in 49 CFR Part 18.

(2) Nonprofit organizations including public and private institutions of higher education, public and private hospitals, and other quasi-public and private nonprofit organizations as further described in 49 CFR Part 19.

(3) Commercial organizations including small and large businesses organized for profit; organizations which are not otherwise included among those specified in 49 CFR Part 18 or 49 CFR Part 19; or international organizations.

g. The term “Third-Party Contract” means any legal instrument entered into between the grantee and a third party, or any lower tier, for the performance of a portion of the effort provided for under this assistance agreement and includes contracts, grants, and cooperative agreements.

h. The term “Third-Party Contractor” means the recipient of a “Third-Party Contract.”

i. The acronym “OMB” means the Office of Management and Budget.

j. The acronym “FAR” means Federal Acquisition Regulation.

2. ALLOWABLE COSTS

a. Payments up to the amount specified in the assistance agreement shall be made only for costs determined by the CO to be allowable, allocable and reasonable in performing the effort under the agreement in accordance with its terms and with the following cost principles:

- (1) OMB Circular A-21 (applicable to educational institutions).
- (2) OMB Circular A-87 (applicable to State and local governments and Federally-recognized Indian tribal governments).
- (3) OMB Circular A-122 (applicable to non-profit organizations).
- (4) FAR 31.2 (applicable to all other organizations).

b. During performance of this assistance agreement, certain direct cost expenditures, not itemized in the approved budget, may become necessary. In order to avoid subsequent disallowances, or dispute based on unreasonableness or unallocability, written agreement in advance of the incurrence of such costs in appropriate. In addition, selected cost principles contain a number of items of cost for which prior approval is required. Direct cost expenditures requiring such written notification from the CO include, but are not limited to, the following.

- (1) Purchase or rental of any item of general purpose equipment having a useful life of more than two years and an acquisition cost of \$500 or more; and all items of office and automatic data processing equipment, regardless of cost; if not itemized in the approved budget.
- (2) Purchase or rental of any item of special purpose equipment having a unit cost of \$1,000 or more if not itemized in the approved budget.
- (3) Personnel movement of a special or mass nature not itemized in the approved budget.
- (4) Foreign travel (each separate trip) not itemized in the approved budget.
- (5) Domestic travel when not included in the approved budget or when the cumulative travel expenditures will exceed the approved travel budget by \$500 or 25%, whichever is greater.
- (6) Consultant and professional services not itemized in the approved budget.
- (7) Subcontracts not identified in the approved budget, except those for incidental supplies, materials, and general support services.
- (8) Purchase or lease of any interest in real property, or improvements in real property not itemized in the approved budget.

c. NHTSA may provide in advance for costs to be incurred or reimburse costs accrued by the grantee up to the maximum amount of the federal assistance payable for the period of performance. However, payment of such costs, whether in advance or by reimbursement, shall

not constitute a final determination by NHTSA of the allowability of such costs and shall not constitute a waiver of any violation of the terms of the assistance agreement committed by the grantee. NHTSA shall make a final determination as to the allowability only after the final audit is completed, if required, or at the time of final payment.

d. NHTSA shall not be obligated to reimburse the grantee for outlays (costs) in excess of the Federally-funded amount of the assistance agreement unless and until the CO executes a modification which increases the Federally-funded amount. The Federally-funded amount is the amount actually obligated under the agreement which may be less than or equal to the budgeted Federal share of the agreement.

3. AUDIT REQUIREMENTS

a. If this assistance agreement is with an institution of higher education, hospital or other nonprofit organization, the grantee shall conduct audits in accordance with the provisions of OMB Circular A-133, "Audits of Institutions of Higher Education and Other Nonprofit Organizations".

b. If this assistance agreement is with a State or local government of Federally-recognized Indian tribe government, the grantee shall obtain audits in accordance with the Single Audit Act of 1984 (31 U.S.C. 7501-7), as provided in 49 CFR Part 18.26.

c. If this assistance agreement is with a commercial organization, the following conditions shall be applicable:

(1) Examination of costs – The grantee shall maintain - - and the CO or representatives of the CO shall have the right to examine and audit - - books, records, documents, and other evidence and accounting procedures and practices, regardless of form (e.g., machine readable media such as disk, tape, etc.) or type (e.g., data bases, applications software, data base management software, utilities, etc.), sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred in performing this agreement. This right of examination shall include inspection at all reasonable times of the grantee's facilities, or parts of them, engaged in performing the agreement.

(2) Reports – If the grantee is required to furnish cost, funding, or performance reports, the CO or representatives of the CO shall have the right to examine and audit books, records, or other documents, and supporting materials, for the purpose of evaluating (a) the effectiveness of the grantee's policies and procedures to produce data compatible with the objectives of these reports and (b) the data reported.

(3) Availability – The grantee shall make available at its office at all reasonable times the materials described in paragraph (1) above, for examination, audit or reproduction, until the later of 3 years after final payment or any resulting final settlement of a termination, appeal, litigation or claim, or for any shorter period specified in FAR Subpart 4.7, Records Retention, or for any longer period required by statute.

(4) Except as otherwise provided in FAR Subpart 4.7, Records Retention, the grantee may transfer computer data in machine readable form from one reliable computer medium to another. The grantee's computer data retention and transfer procedures shall maintain the integrity, reliability, and security of the original data. The grantee's choice of form or type of materials described in paragraphs (1) and (2) of this clause affects neither the grantee's obligations nor the Government's rights under this clause.

(5) The grantee shall insert a clause containing all the terms of this paragraph c in all third-party contracts over \$10,000 with commercial organizations under this agreement, altering the clause only as necessary to identify properly the parties and the CO under the NHTSA prime agreement.

4. STANDARD PATENT RIGHTS

[The clause at 37 CFR Part 401.14(a), as modified below (or as further modified in accordance with the provisions of 37 CFR Part 401), shall be applicable to all assistance agreements involving the performance of research and development efforts by small business firms, non-profit organizations, State, local, and Federally-recognized Indian tribal governments, and unless otherwise provided, by other commercial organizations.]

The following modifications to the clause at 37 CFR Part 401.14(a) apply:

- a. The parenthetical information shall be removed from the title of the clause;
- b. The terms "contract" and "contractor" shall be replaced by the terms "assistance agreement" and "grantee," respectively, as defined in these General Provisions (except that the grantee may modify these terms pursuant to paragraph (g)(1) of the clause for use in third-party contracts);
- c. The terms "agency," "Federal agency," and "funding Federal agency" shall be replaced by the term "NHTSA" (excepted that the grantee may modify these terms pursuant to paragraph (g) (1) of the clause for use in third-party contracts);
- d. The terms "subcontract(s)" and "subcontractor" shall be replaced by the terms "third-party contract(s)" and "third-party contractor," respectively, as defined in these General Provisions;
- e. The terms "to be performed by a small business firm or domestic non-profit organization" shall be deleted from paragraph (g) (1) of the clause;
- f. The following subparagraph shall be added at the end of paragraph (f) of the clause;

(5) The grantee agrees to provide, upon request by the CO, periodic (but no more frequently than annual) listing of all subject inventions which were disclosed to NHTSA pursuant to paragraph (c) (1) and/or a report (DD Form 882) prior to the close-out of the assistance agreement listing all subject inventions or stating that there were none.

g. Paragraphs (g) (2) and (g) (3) of the clause shall be deleted; and

h. Paragraph (I) of the clause, entitled “Communications,” shall read as follows:

(I) Communications. All notifications required by this clause shall be submitted to the NHTSA CO.

5. DATA COLLECTION. (Paperwork Reduction Act of 1980) [This clause shall be applicable to all assistance agreements involving the collection of information as defined in 5 CFR 1320.7]

a. OMB requires review and approval of plans and reports used to collect identical information from 10 or more persons (other than Federal employees) under assistance agreements sponsored by NHTSA. A collection of information undertaken by a grantee is considered to be sponsored by NHTSA only if:

(1) The grantee is collecting information at the specific request of NHTSA; or

(2) The terms and conditions of the agreement require specific approval by NHTSA of the collection of information or the collection procedures.

b. Unless otherwise specified data collection conducted under the assistance agreement is the responsibility of the grantee, and NHTSA support of the effort does not constitute NHTSA approval of the survey design, questionnaire content, or data collection procedures. The grantee shall not represent to respondents that such data is being collected for, or in association with, NHTSA or any Federal agency without the specific written approval of such data collection plan or device by NHTSA. However, this requirement is not intended to preclude mention of NHTSA support of the effort in response to any inquiry or acknowledgement of such support in any publication of data.

6. PROTECTION OF INDIVIDUAL PRIVACY. [This clause shall be applicable to all assistance agreements under which the grantee, or its employees, or its third-party contractors, administrator any system of records on individuals on behalf of the Federal Government.]

a. Privacy Act Notification. The design, development, or operation of any system of records on individuals to accomplish a Government function is subject to the Privacy Act 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable regulations. Violation of the Act may involve the imposition of criminal penalties.

b. The grantee agree to:

(1) Comply with the Privacy Act of 1974 (the Act), and rules and regulations issued pursuant to the Act when performance under this agreement involves the design, development, or operation of any system of records on individuals to be operated by the grantee, its employees, or its third party contractors to accomplish a Government function.

(2) Notify the NHTSA CO when the grantee anticipates operating a system of records on individuals on behalf of the Government in order to accomplish the requirements of this agreement, if such system contains information about individuals which will be retrieved by the individuals name or other particular identifier assigned to the individual. A system on individuals subject to the Act may not be employed in the performance of this agreement until the necessary approval and publication requirements applicable to the system have been carried out. The grantee agrees to collect, maintain, disseminate, and use such records in accordance with the requirements of the Act, and comply with all applicable requirements of the Act.

(3) Include the Privacy Act Notification contained in this agreement in every solicitation and in every resulting third-party contract and in every third-party contract awarded without a solicitation, when the performance of work under the third-party contract requires the design, development or operation of a system of records on individuals that is subject to the Act.

(4) Include this clause b. including this paragraph, in all third-party contracts under this agreement that requires the design, development, or operation of a system of records on individuals that is subject to the Act.

c. For the purposes of this Privacy Act, when the agreement involves the design, development, or operation of a system of records on individuals to accomplish a Government function, the grantee, its employees, and its third party contractors are considered to be employees of the government with respect to the Government function, and the requirements of the Act, including civil and criminal penalties for violation of the Act, are applicable. In addition, failure to comply with the provisions of the Act or of this clause will make this agreement subject to termination.

d. The terms used in this clause have the following meanings:

(1) "Operation of a system of records" means performance of any of the activities associated with maintaining the system of records on behalf of the Government, including the collection, use, and dissemination of records.

(2) "Record" means any item, collection or grouping of information about an individual that is maintained by the grantee on behalf of the Government including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or photograph.

(3) "System of records on individuals" means a group of any records under the control of the grantee on behalf of the Government from which information is retrieved by the name of the individual or by some identifying number, symbol, or other particular assigned to that individual.

7. RIGHTS IN DATA, [This clause is applicable in its entirety to all assistance agreements and third-party contracts, except those involving State local, and Federally- recognized Indian tribal governments, tribal governments, for which this clause applies only where not inconsistent with

49 CFR 18.34, and Nonprofit Organizations, for which this clause applies only where not inconsistent with 49 CFR 19.36.]

a. Definitions.

(1) “Computer software,” as used in this clause, means computer programs, computer, computer databases, and documentation thereof.

(2) “Data” as used in this clause, means recorded information, regardless of from or the media on which it may be recorded. The term includes technical and computer software. The term does not include information incidental to agreement administration, such as financial, administrative, cost or pricing, or management information.

(3) “Form, fit, and function data,” as used in this data relating to items, components, or processes that are sufficient to enable physical and functional interchangeably, as well as data identifying source, size, configuration, mating, and attachment characteristics, functional characteristics, and performance requirements; except that for computer software it means data identifying source, functional characteristics, and performance specifications, but specifically excludes the source code, algorithm, process, formulae, and flowcharts of the software.

(4) “Limited Rights,” as used in this clause, means the rights of the Government limited rights data as set forth in the Limited Rights Notice of subparagraph g(2)

(5) “Limited rights data,” as used in this clause, means data (other than computer software) that embody trade secrets or are commercial or financial and confidential or privileged, but only to the extent that the data pertains to items, components, or processes developed at private expense, including minor modifications thereof.

(6) “Restricted computer software, “ as used in this clause, means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is published copyrighted computer software; including minor modifications of such computer software.

(7) “Restricted rights, as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of subparagraph g(3), or as otherwise may be provided in a collateral agreement incorporated in and made part of this agreement, including minor modifications of such computer software.

(8) “Technical data,” as used in this clause, means data (other than computer software), which are of scientific or technical nature.

(9) “Unlimited rights,” as used in this clause, means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicity and display publicity, in any manner and for any purpose, and to have or permit others to do so.

b. Allocation of rights.

(1) Except as provided in paragraph c of this clause regarding copyright, the Government shall have unlimited rights in-

- (i) Data first produced in the performance of this agreement;
- (ii) Form, fit, and function data delivered under this agreement;
- (iii) Data delivered under this agreement (except for restricted computer software) that constitutes manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or otherwise furnished for use under this agreement, and
- (iv) All other data delivered under this agreement unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph of this clause.

(2) The grantee shall have the right to - -

- (i) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the grantee in the performance agreement unless provided otherwise in paragraph of this clause;
- (ii) Protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in paragraph g of this clause;
- (iii) Substantiate use of, add or correct limited rights, restricted rights or copyright notices and to take other appropriate action, in accordance with paragraph e and f of this clause; and
- (iv) Establish claim to copyright sustaining and first produced in the performance of this contract to the extent provided in subparagraph c (1) of this clause.

c. Copyright.

(1) Data first produced in the performance of this agreement. Unless provided otherwise in paragraph d of this clause, the grantee may establish, without prior approval of the CO, claim to copyright subsisting in scientific and technical articles based upon or containing any data first produced in the performance of this agreement and published in academic, technical or professional journals, symposia proceedings or similar works. The prior, express written permission of the agreement of the CO is required to establish claim to copyright subsisting in all other data first produced in the performance of this agreement. When claim to copyright subsisting in al other data first produced in the performance of this agreement. When claim to copyright is made, the grantee shall affix the applicable copyrights notices of 17 U.S.C 401 or 402 and acknowledgment of Government sponsorship (including agreement number) to the data when such data when such data are delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office.

For data other than computer software the grantee grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicity and display publicity, by or on behalf of the Government. For computer software, the grantee grants to the Government and others acting in its behalf, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicity and display publicity, by or on its behalf of the Government.

(2) Data not first produced in the performance of this agreement. The grantee shall not, without prior written permission of the CO, incorporate in data delivered under this agreement any data not in first produced in the performance of this agreement and which contains the copyright notice of 17 U.S.C. 401 or 402 unless the grantee identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in subparagraph c(1) of this clause, provided, however, that if such data are computer software Government shall acquire a copyright license as set forth in subparagraph g(3) of this clause or as otherwise may be provided in a collateral agreement incorporated in or made part of this agreement.

(3) Removal of copyright notices. The Government agrees not to remove any copyright notices placed on data pursuant to this paragraph c, and to include such notices on all reproduction of the data.

d. Release, Publication and use of data.

(1) The grantee shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the grantee in the performance of this agreement, except to the extent that such data may be subject to the Federal export control or national security laws or regulations, or unless otherwise provided in this paragraph of this clause or expressly set forth in this agreement.

(2) The grantee agrees that to the extent it receives or is given access to data necessary for the performer of this agreement which contains restrictive markings, the grantee shall treat the data in accordance with such markings unless otherwise specifically authorized in writing by the CO.

e. Unauthorized markings of data.

(1) Notwithstanding any other provisions of this agreement concerning inspection or acceptance, if any data delivered under this agreement are marked with the notices specified in subparagraph g (2) or g (3) of this clause and use of such is not authorized by this clause, or if such data bears any other restrictive or limiting markings not authorized by this agreement, the CO may at anytime either return the data to the grantee, or cancel or ignore the markings. However, the following procedures shall apply prior to canceling or ignoring the markings:

(i) The CO shall make written inquiry to the grantee affording the grantee 30 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) The grantee fails to respond or fails to provide written justification to substantiate the property markings within the 30-day period (or a longer time not exceeding 90 days approved in writing by the CO for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after the said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the grantee provides written justification to substantiate the propriety of the markings within the period set in subdivision e (1) (i) of this clause, the CO shall consider such written justification and determine whether or not the markings are to be canceled or ignored. If the CO determines that the markings are authorized, the grantee shall be so notified in writing. If the Co determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the CO shall furnish the grantee a written determination, which determination shall become the final agency decision regarding the appropriateness of the markings unless the grantee files suit in a court of contempt jurisdiction within 90 days of receipt of the CO's decision. The Government shall continue to abide by the markings under this subdivision e (1) (iii) until final resolution of the matter either by the CO's determination becoming final (in which instance the Government shall thereafter have the right to cancel or ignore the marking at any time and the data will no longer be made subject to any disclosure prohibitions) or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in subparagraph e (1) of this clause may be modified in accordance with regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request hereunder.

f. Omitted or incorrect markings.

(1) Data delivered to the Government without either the limited rights or restricted rights notice as authorized by paragraph g of this clause, or the copyright notice required by paragraph c of this clause, shall be deemed to have been furnished with unlimited rights, and the Government assumes no liability for the disclosure, use, or reproduction of such data. However, to the extent the data has not been disclosed without restriction outside the Government, the grantee may request, within 6 months (or longer time approved by the CO for good cause shown) after delivery of such data; permission to have notices placed on qualifying data, at the greater grantee's expense, and the CO may agree to do so if the grantee - -

(i) Identifies the data to which the omitted notice to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the use of the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability respect to the disclosure or use of use of any such data

made prior to the addition of the notice or resulting from the omission of the notice.

(2) The CO may also (i) permit correction at the grantee's expense, of incorrect notices if the grantee identifies the data on which correction of the notice is to be made, and demonstrates that the correct notice is authorized, or (ii) correct any incorrect notices.

g. Protection of limited rights data and restricted computer software.

(1) When data other than that listed in subdivision b (1) (I), (ii) and (iii) of this clause are specified to be delivered under this agreement and qualify as either limited rights data or restricted computer software, if the grantee desires to continue protection of such data, the grantee shall withhold such data and not furnish them to the Government under this agreement. As a condition to this withholding the grantee shall identify the data being withheld and furnish form, fit, and function data in lieu thereof. Limited rights data that is formatted as a computer database for delivery to the Government are to be treated as limited rights data and not restricted computer software.

(2) Notwithstanding subparagraph g (1) of this clause, the agreement may identify and specify the delivery of limited rights data, or the CO may require by written request the delivery of limited rights data that has been withheld or would otherwise be withholdable. If delivery of such data is so required, the grantee may affix the following "Limited Rights Notice" to the data and the Government will thereafter treat the data, subject to the provisions of paragraph e and f of this clause, in accordance with such Notice:

LIMITED RIGHTS NOTICE

(a) These data are submitted with limited rights under NHTSA Agreement No.

These data may be reproduced and used by the Government with the express limitation that they will not, without written permission of the grantee, be used for purpose of manufacture or disclosed outside the Government; except that the Government may disclose these data outside the Government for the following purposes, if any, provided that the Government makes such disclosure subject to prohibition against further use and disclosure:

- (i) Use (except for manufacture) by support service contractors.
- (ii) Evaluation by nongovernmental evaluators
- (iii) Use (except for manufactures) by other grantees or contractors participating in the Government's program of which the agreement is a part, for information and use in connection with the effort of work performed under each agreement or contract.
- (iv) Release to a foreign government, or instrumentality thereof, as the interests of the United States may require, for information or evaluation by such government.

b. This Notice shall be marked on any reproduction of these data in whole or in part.

(End of notice)

(3)(i) Notwithstanding subparagraph g(1) of this clause, the agreement may identify and specify the delivery of restricted computer software, or the CO may require by written request the delivery of restricted computer software that has been withheld or would otherwise be withheld. If delivery of such computer software is so required, the grantee may affix the

following "Restricted Rights Notice" to the computer software and the Government will thereafter treat the computer software, subject to paragraphs e and f of this clause, in accordance with the Notice:

RESTRICTED RIGHTS NOTICE

(a) This computer software is submitted with restricted rights under NHTSA Agreement No. _____ It may not be used, reproduced, or disclosed by the Government except as provided in a paragraph (b) of this Notice or as otherwise expressly stated in the agreement.

(b) This computer software may be - -

(1) Used or copied for use in or with the computer for which it was acquired, including use at any Government installation to which such computer or computers may be transferred;

(2) Use or copied for use in a backup computer if any computer for which it was acquired is non-operative;

(3) Reproduced for safekeeping (archives) or backup purposes;

(4) Modified, adapted, or combined with other computer software, provided that the modified, combined, or adapted portions of the derivative software incorporating restricted computer software are made subject to the same restricted rights; and

(5) Disclosed to and reproduced for use by support service contractors in accordance with subparagraphs (b)(1)

through (4) of this clause, provided the Government makes such disclosure or reproduction subject to these restricted rights; and

(6) Used or copied for use in or transferred to a replacement computer.

(c) Notwithstanding the foregoing, if this computer (software is published copyrighted computer software, it is licensed to the Government, without disclosure prohibitions, with the minimum rights set forth in paragraph (b) of this clause.

(d) Any other rights or limitations regarding the, duplication, or disclosure of this computer software are to be expressly stated in, or incorporated in the agreement.

(e.) This Notice shall be marked on any reproduction software, in whole or in part.

(End of notice)

(3)(ii) Where it is impractical to include the Restricted Rights Notice on restricted computer software, the following short- form. Notice may be used in lieu thereof:

RESTRICTED RIGHTS NOTICE - SHORT FORM

Use, reproduction, or disclosure is subject to restrictions set forth in NHTSA Agreement No. _____ with (name of Grantee).

(End of notice)

(3)(iii) If restricted computer software is delivered with the copyright notice of 17 U.S.C. 401, it will be presumed to be published copyrighted computer software licensed to the Government without disclosure prohibitions, with the minimum rights set forth in paragraph b of this clause, unless the grantee includes the following statement with such copyright notice: “Unpublished - - rights reserved under the Copyright Laws of the United States.”

h. Third Party Contracts. The grantee has the responsibility to obtain from its third – party contractors all data and rights therein necessarily to fulfill the grantee’s obligations to the Government under this agreement. If a third-party contractor refuses to accept terms affording the Government such rights, the grantee shall, the grantee shall promptly bring such refusal to the attention of the CO

i. Relationship to patents. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting, the scope of any license or other right otherwise granted authorized.

8. RESTRICTIONS ON PRINTING

a. Governments Printing and Binding Regulations are published by the Joint Committee on Printing, Congress of the United States. These regulations are applicable to NHTSA when NHTSA bears the entire cost of printing of materials exclusively for its own use.

b. This assistance agreement is not made primarily or substantially for the purpose of typesetting or having material printed for NHTSA use.

c. The grantee may reproduce reports, data, or otherwise written material requires under the terms of the agreement for the use of NHTSA, provided that the material duplicated does not exceed 5,000 units of only one page, or that the items consisting of multiple pages do not exceed 25,000 units in the aggregate. Grantees must advise the CO if the estimated quantities will exceed these ceilings so that Department/Committee approval can be obtained.

d. These restrictions do not preclude the writing, editing, preparation of manuscript copy and related illustrations material, or the publication of findings by grantees; or the administrative printing requirements of the grantee required for its own use to respond to the terms of the agreement.

9. OTHER ADMINISTRATIVE PROVISIONS AND ASSURANCES.

a. No Government Obligations to Third Parties. Absent its specified content the NHTSA shall not be subject to any obligations or liabilities with respect to any persons or entirety not a party to this agreement in connection with performance under the agreement, notwithstanding its occurrences in or approval of the solicitation or award of any third-party contract.

b. Severability. If any provisions of this agreement are held invalid, the remainder of this agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

c. The grantee assures and certifies that no member of or delegate to Congress, or resident Commissioner, will be admitted to any share or part of this assistance agreement, or to any benefit arising from it. And further, it shall comply with the provisions of 18 U.S.C. 1913 which prohibits the direct or indirect use of any funds appropriated by Congress to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or any other device intended or designed to influence a member of Congress, to favor or oppose, any legislation or appropriation, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation.

d. The grantee warrants that it has not paid and agrees not to pay any bonus, commission or fee for the purpose of obtaining approval of its application for the financial assistance agreement.

e. The grantee assures that it shall comply with all applicable provisions of Federal, State and local law. Nothing in this agreement shall require the grantee to observe or enforce compliance with any provision hereof, perform any other act or do any other thing in contravention of applicable State or territorial law; provided that if any of provisions of the agreement would require the grantee to violate any applicable. State or territorial law, the grantee will at once notify the CO in writing in order that appropriate modifications may be made to the agreement to remedy the violation.

All limits and standards set forth in this agreement are minimum requirements, and shall not affect this application of more stringent State or local standards, provided however, that in its procurement actions under this agreement, the grantee shall not give any preference to or discriminate against goods and services produced or manufactured in any country, State or other geographical area, except as provided in paragraph f. below.

f. The grantee assures and certifies that all manufactures products, steel, and cement used in carrying out this agreement are produced in the produced in the United States, In accordance with Section 165 of the Surface Transportation Assistance Act of 1982 (Pub. L. 97-424; 96 Statute. 2097) unless the Secretary of DOT has determined under Section 165 that it is appropriate to waive this requirement.

10. ORDER OF PRECEDENCE

In the event of any inconsistency between any provisions of this agreement, the following order of precedence shall apply:

- a. Statement of Purpose (excluding the grantee's proposal, if incorporated).
- b. Special provisions contained in the assistance agreement.
- c. General Provisions, whether referenced or stated in full text, contained herein.
- d. The grantee's proposal (if incorporated).