

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

Cooperative Agreement for: Region 9 Law Enforcement Liaison

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

ACTION: Letter of Invitation (LOI) of a Request for Applications (RFA) to establish a Region 9 Law Enforcement Liaison to assist in developing initiative to increase safety belt use and reduce incidence of impaired driving. **One (1) award will be made.**

SUMMARY: The objective of this Cooperative Agreement is to increase safety belt use and reduce the incidence of impaired driving by establishing an Agreement with a local Region 9 Law Enforcement Liaison (LEL) to support the Region's 2010 goals for these initiatives. The Regional LEL shall provide technical assistance on the implementation of the Click It or Ticket (CIOT) and Driving Under the Influence (DUI) crackdown campaigns with law enforcement agencies at the State, County, and municipal levels in the States of **California, Arizona, Hawaii,** and the **Pacific Island Trust Territories.**

DATES: Application(s) must be submitted by email to the following address: **nhtsaoam@dot.gov** or mailed via FedEx to the National Highway Traffic Safety Administration, Office of Acquisition Management (NPO-320); Attention: Vincent Lynch, 1200 New Jersey Ave, S.E., Room W53-409, Washington, D.C. 20590. Applicants may use either method to their own discretion; **however, email is the preferred method of submission for applications.** All application(s) submitted must include a reference to NHTSA Request For Application Number **DTNH22-10-R-00331**. Only complete packages received on or before **3:00 P.M. Eastern Daylight Time on Monday, May 17, 2010** 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 Vincent Lynch, Contract Specialist, Office of Acquisition Management, by email at **nhtsaoam@dot.gov**. To allow for sufficient time to address questions appropriately, all questions must be received no later than **5:00 P.M. Eastern Daylight Time, Monday, April 19, 2010 via e-mail.**

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I. STATEMENT OF AUTHORITY

RESERVED

II. BACKGROUND AND PURPOSE

A. Background

The Secretary 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. NHTSA Region 9 has established ambitious regional 2010 goals for these initiatives, a safety belt usage goal of 94.1 percent and a reduction of alcohol related fatalities to 1,300. These challenging goals can only be met with the full cooperation of law enforcement agencies, working together during identified mobilization and crackdown periods throughout the year and coupled with a sustained publicity campaign. Local agencies and associations are familiar with this effort and can assist delivering to the public a strong and effective campaign.

The models for the enforcement components of the national campaign plans have been named "Click It Or Ticket" (CIOT) for safety belt enforcement about the necessity of safety belt use and an impaired driving program renamed "Drunk Driving. Over the Limit. Under Arrest" (OLUA). The new campaign was unveiled for the August/September 2006 Crackdown, sending strong messages throughout the Nation, States and communities discouraging impaired driving and increasing the threat of citations for those disobeying these laws. NHTSA also launched a new initiative in 2008/2009 "Data-Driven Approaches to Crime and Traffic Safety" (DDACTS), DDACTS projects are being piloted in the Region and the Regional LEL has taken the lead in promoting to local law enforcement agencies the benefits of adopting of this operational model as a means for deterring crime in their localities.

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.
- NHTSA Regional LEL will market the DDACTS model, encouraging law enforcement agencies in the states of California and Arizona in establishing at least

one new DDACTS in a city or county jurisdiction PD, in each state during each year of the cooperative agreement.

B. Purpose

The effectiveness of this program depends on the commitment and participation of law enforcement agencies at the state and local levels. Agencies may need technical assistance about program concepts, or other components and they need contact points to get this assistance. To provide this technical assistance in implementing the CIOT mobilization, OLUA crackdown initiatives, and provide information on the DDACTS concept the grantee will provide an experienced law enforcement officer to serve as a Regional Law Enforcement Liaison (LEL).

This cooperative agreement will allow the NHTSA Region 9 to provide a Regional Law Enforcement Liaison (LEL) to its States and Territories to market, and provide technical assistance on the implementation of the CIOT and DUI crackdown campaigns with law enforcement agencies at the state, county, and municipal levels, in the States of California, Arizona, Hawaii and the Pacific Island Trust Territories.

III. SCOPE OF WORK

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.

Specifically:

A. NHTSA will:

1. 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;
2. Provide information and technical assistance from government sources within available resources and as determined appropriate by the COTR.
3. Provide assistance or information to the LEL to plan and develop strategies used in the development, execution, and reporting on the projects 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 these project efforts.
4. Provide information learned from related projects through periodic meetings.

B. 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 9, an LEL to work with the states' highway safety offices, state and local law enforcement agencies, and state law enforcement associations. The LEL selected should demonstrate the following minimum qualifications:
 - a. A working knowledge of traffic safety programs, including innovative techniques and emerging technologies.
 - b. A working knowledge of the various state and local law enforcement agencies and their command staff within the NHTSA Region 9.
 - c. Be a retired police chief/deputy chief or sheriff, or previously occupied a command level position in a state police or state highway patrol.
 - d. Be an active member or participant in most of the following Law Enforcement Organizations, to include serving or having served on the organizations' committees that addressed traffic safety issues: (1) International Association of Chief of Police, (2) State Police Chiefs Association, (3) State Peace Officers Association, and (4) the various regional police chiefs and sheriffs associations.
 - e. Be familiar with the chiefs and/or command staffs of law enforcement agencies in the Region to facilitate the promotion of innovative traffic safety programs and priority areas.
 - f. Have the ability to effectively convey information orally and in writing.
2. Perform the activities as described below and do so in conjunction with NHTSA. The Contracting Officer (CO) will approve, in writing, any deviation from the planned efforts before such deviation is implemented.
3. Assist the State Highway Safety Offices, state police or patrol and local law enforcement agencies in the execution of the CIOT Mobilization and "Drunk Driving Over the Limit Under Arrest." impaired driving Crackdown plans.

C. Specific Requirements and Tasks

At a minimum, the following specific tasks shall be performed by the Grantee:

1. Select Law Enforcement Liaison

The grantee shall advertise through its communication network, the LEL position. After a specified time period, not to be longer than 30 days after the award of Cooperative Agreement, an LEL shall be selected jointly by the grantee and the

NHTSA Region 9. The LEL shall be an employee of the Grantee and not an employee of NHTSA.

The LEL shall participate in training as specified by the NHTSA Region 9 to provide the LEL with needed program knowledge for the purpose of providing technical assistance to law enforcement partners and to provide needed training NHTSA state and local partners throughout the Region. The LEL shall begin work within 14 days after selection occurs.

2. Develop a Work Plan Based on the Regional Strategic Plan

After initial meetings with regional staff and after becoming familiar with the Region 9 safety belt and impaired driving strategic plans, nationwide enforcement and awareness efforts, and other Regional office resources available for assisting enforcement agencies in implementation of these initiatives, the LEL shall develop a 12-month work plan describing the strategies, programs, products and resources to be used while working with states and local partners to achieve the project and partners' goals.

In accordance with Section IV, Performance Milestones and Deliverables, Milestones/Deliverables Schedule, item # 2, the Grantee shall submit to the NHTSA COTR one (1) copy of the work plan for approval.

3. Communicate with key partners

Conference calls and correspondence shall be made by the LEL with State Highway Safety Offices (SHSO), State Police Chiefs' Associations, State Sheriff's Associations, and other appropriate entities and organizations concerning the liaison's availability to assist in efforts designed to help reach States goals of increased safety 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 mobilization and enforcement efforts within their respective states.

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 to help focus future enforcement activities.

4. Arrange and participate in meetings

The LEL shall meet with Governor's Representatives, State Patrol/ Police officials, State Enforcement Association officials to help secure zero tolerance enforcement of

safety belt and Driving While Intoxicated (DWI) laws (including underage drinking). The LEL shall identify training needs of state and local partners. The LEL shall solicit support for high visibility enforcement waves for impaired driving and occupant protection. The LEL shall promote and provide information on the local benefits that could be obtained through the implementation of a DDACTS operational model by local law enforcement agencies. Trip reports must be submitted for each such meeting, which shall describe the meeting's purpose, participants, the subjects or issues raised, and any follow up actions required

In accordance with Section IV, Performance Milestones and Deliverables, Milestones/Deliverables Schedule, item # 4, the Grantee shall submit to the NHTSA COTR one (1) copy of the report.

5. Coordinate regional efforts with States' activities

After discussions with the program staff in the NHTSA Regional Office, the LEL shall coordinate impaired driving crackdown activities with States' alcohol coordinators, and coordinate occupant protection mobilization activities with the States' occupant protection coordinators.

All progress in Task 5 shall be included in monthly report for submission to COTR (See Section IV, Performance Milestones and Deliverables, Milestones/Deliverables Schedule, item # 11).

6. Provide technical assistance to State LEL's

Provide technical assistance to State-level LEL's to develop strategies to penetrate every level of law enforcement including the formation of traffic enforcement networks or coordinate enforcement efforts within those States.

All progress in Task 6 shall be included in monthly report for submission to COTR (See Section IV, Performance Milestones and Deliverables, Milestones/Deliverables Schedule, item #11).

7. Identify partnering opportunities and provide support to these organizations

The LEL shall identify key coalitions, advocacy groups, associations and similar organizations, and provide technical assistance to them. Such assistance shall 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 (See Section IV, Performance Milestones and Deliverables, Milestones/Deliverables Schedule, item # 11).

8. Provide technical assistance to NHTSA Region 9

The LEL shall assist the Region in its efforts to promote and coordinate combined enforcement and awareness efforts and encouraging States to conduct additional campaigns at other times of their choosing by marketing these efforts with law enforcement associations, written communication with law enforcement agencies, and one-on-one communication with command level personnel. Typically, the 2-week CIOT Mobilization commences with the Memorial Day weekend, and the 2-week OLUА crackdown commences with the Labor Day weekend. Additionally, States are encouraged to conduct an additional campaign at another time of their choosing.

The LEL shall promote the benefits that the implementation of a DDACTS operational model in reducing crash fatalities and injuries, and crime by focusing manpower on geographical areas with high incidents of traffic crashes and crime to achieve successful law enforcement outcomes. Trip reports shall 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 8 shall be included in monthly report for submission to COTR (See Section IV, Performance Milestones and Deliverables, Milestones/Deliverables Schedule, item #11).

9. Brief law enforcement agencies

Organize, provide input, develop, and assistance in briefings for law enforcement and the State Highway Safety Offices (SHSOs) to discuss the issues and strategies that can be implemented to increase safety belt use and reduce impaired driving and underage drinking throughout the region.

In accordance with Section IV, Performance Milestones and Deliverables, Milestones/Deliverables Schedule, item #8, the Grantee shall submit to the NHTSA COTR one (1) copy of the report.

10 Support National Campaigns

The LEL shall work to support the CIOT and OLUА campaigns by performing the following technical assistance activities with endorsement for the SHSOs and in conjunction with an outlined Law Enforcement Liaison Plan.

- a. Conduct outreach and briefings on impaired driving and safety belt use to the law enforcement community and other partners to promote safety belt and child safety seat training, integrated and periodic safety belt and child safety seat enforcement campaigns. In person visits to law enforcement agencies in Region 9 shall be conducted as well as attending any regional law enforcement meetings.

- b. Institutionalize law enforcement training for belts and impaired driving. Promote Traffic Occupant Protection Strategies Training (TOPS), Standard Field Sobriety Testing (SFST), Drug Recognition Expert (DRE), 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.
- c. Promote collaborative efforts to implement the “COIT” campaign and OLUVA initiatives at Regional, state, and/or State law enforcement conferences by means of presentations, exhibits, and networking with conference participants.
- d. Assist the SHSOs in their occupant protection program and impaired driving activity and to strengthen/improve their occupant protection and impaired driving legislation and enforcement as requested.
- e. In coordination with SHSO’s assist with media events including law enforcement executives or their designees as requested. 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.
- f. Write and submit occupant protection/impaired driving articles for law enforcement and other publications.
- g. Promotes and assists in the coordination of the “Law Enforcement Challenge” to encourage and promote participation in National, Regional and State traffic safety campaigns, specifically the CIOT mobilization, OLUVA Crackdown, and sustained enforcement efforts.

All progress in Task 10 shall be included in monthly report for submission to COTR (See Section IV, Performance Milestones and Deliverables, Milestones/Deliverables Schedule, item #11).

11. Coordinate and complete all regional and state reporting requirements

The LEL shall coordinate and complete all state reporting requirements of the national mobilizations and crackdowns, and other similar tasks. During the performance 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 Grantee shall be familiar with all reporting requirements, communicate these requirements to the appropriate individuals and organizations (state and local), gather the needed information and in a timely manner, submit 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 9 LEL is the supporting professional resource to the State’s lead role, unless the SHSO lacks the personnel and resources to manage LEL related tasks.

In accordance with Section IV, Performance Milestones and Deliverables, Milestones/Deliverables Schedule, item # 9, the Grantee shall submit to the NHTSA COTR one (1) copy of the report for approval and submission.

12. Attend and participate in meetings and conferences

The LEL shall 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 promote and provide technical assistance to others with regard to the priority highway safety programs and mobilization efforts. Trip reports must be submitted for each such meeting, which shall describe the meeting's purpose, participants, the subjects or issues raised, and any follow up actions required.

In accordance with Section IV, Performance Milestones and Deliverables, Milestones/Deliverables Schedule, item #10, the Grantee shall submit to the NHTSA COTR one (1) copy of the report.

13. Reporting Requirements

a. Monthly Progress Reports

The Grantee shall furnish one (1) copy to the NHTSA Contracting Officer (CO) and one (1) original of the Monthly Progress Report to the NHTSA COTR by the 10th of the month of each proceeding month (See Section III, Scope of Work, Subsection D, Performance Milestones and Deliverables). The Monthly Report shall be in Microsoft (MS) word format and may be delivered by regular mail¹. At a minimum, the Monthly Report shall include a narrative description of the following items:

- 1) Accomplishments made during the reporting period.
- 2) Funding expended during the reporting period.
- 3) Problems or delays encountered while conducting services during the reporting period.
- 4) Specific actions that the Grantee would like NHTSA to undertake to solve problems or delays encountered during the reporting period.
- 5) Plans for accomplishments in the next reporting period.
- 6) Technical assistance requests for the reporting period
- 7) Training activities completed or scheduled to be completed.

Note: Requests for reimbursement shall be submitted with the monthly report.

¹In an effort to protect employees working at Federal Government Facilities, the Department of Transportation (DOT)/National Highway Traffic Safety Administration (NHTSA) is currently screening/testing all incoming mail for harmful and potentially fatal substances. Due to the screening/testing procedures at the DOT/NHTSA, incoming mail may be delayed in reaching its intended recipient. The Grantee is solely responsible for ensuring that all deliverables under this Cooperative Agreement reach its intended recipients at DOT/NHTSA – *on time* – as outlined in Section IV, Performance Milestones and Deliverables,. To the extent practicable, the Grantee is encouraged to use e-mail for the monthly progress reports and invoices.

In accordance with Section IV, Performance Milestones and Deliverables, Milestones/Deliverables Schedule, item #11, the Grantee shall submit to the NHTSA COTR one (1) copy of the Monthly report and one (1) copy to the NHTSA Contracting Specialist.

b. Draft Final Report

Eleven (11) months from award, the Grantee shall submit a Draft Final Report (DFR) to the NHTSA COTR for review. The draft final report shall be developed to present the results from all twelve (12) tasks outlined under Sections C. 1 through 12, above. The NHTSA COTR and other NHTSA staff will review the DFR, provide comments and return to the Grantee within two calendar weeks from NHTSA's receipt of the DFR (See Section III, Scope of Work, Subsection D, Performance Milestones and Deliverables and Section XI, Government Furnished Information).

In accordance with Section IV, Performance Milestones and Deliverables, Milestones/Deliverables Schedule, item # 12, the Grantee shall submit to the NHTSA COTR one (1) copy of the draft final report.

c. Final Report

The Grantee shall provide a Final Report that presents the results from all twelve (12) tasks in Sections C. 1 through 12, above, at the completion of the project. 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 must also include an assessment of the region's mobilization campaigns. The Grantee shall provide this Final Report electronically to the NHTSA COTR, in addition to one (1) original (hard copy) to the NHTSA Contracting Specialist and one (1) original (hard copy) to the NHTSA COTR via regular mail (See Section IV, Performance Milestones and Deliverables, item #15.)

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>

IV. PERFORMANCE MILESTONES AND DELIVERABLES

1. Milestone/Deliverable Schedule:

The following items represent Milestones and/or Deliverables under this Cooperative Agreement:

Item No.	Task No.	Milestones (M)/Deliverables (D)	Due Date After Award	# of Copies
1	C.1	Select Law Enforcement Liaison (M)	30 days	
2	C.2	Submit work plan for approval to the NHTSA COTR (M)/(D)	6 weeks	1
3	C.2	COTR approval of the work plan (M)	7 weeks	
4	C.4	Meeting reports (M)/(D)	2 days after completion of each trip	1
5	C.3 C.6	Provide technical assistance to State LELs as needed. (M)	On-going	N/A
6	C.3 C.7 C.10	Provide technical support to partners as needed. (M)	On-going	N/A
7	C.8	Provide technical support to Regional staff as needed. (M)	On-going	N/A
8	C.9	Briefing reports (M)/(D)	2 days after completion of each trip	1
9	C.11	Required Regional and State reports	As needed	1
10	C.12	Trip reports (M)/ (D)	2 days after completion of each trip	1
11	C.5 to C.8 & C.10	Monthly performance reports (M)/(D)	10 th of mth. after performance period	2
12	C.13	Requests for reimbursement (M)/(D)	10 th of mth. after performance period	Sent to OKC
13	C.13	Draft of final report of activities and accomplishments. (M)/(D)	10 th day of the 11 th month	2
14	C.13	Comments by the NHTSA COTR (M)/(D)	2 calendar weeks after submission of DFR	2
15	C.13	Final report of activities and accomplishments. (M)/(D)	2 calendar weeks prior to end of Period of Perf.	2

2. Place of Delivery / Number of Copies

<u>Item #</u>	<u>No. Of Copies</u>	<u>Address</u>
2, 4, 8, 9, 10, 11, 13, 14, & 15	1	USDOT/ National Highway Traffic Safety Administration Region 9 Attn.: [TBD], COTR 201 Mission Street, Suite 1600 San Francisco, California 94105 Telephone: (415) 744-XXXX E-mail: <u>@.dot.gov</u>
15	1	USDOT/ National Highway Traffic Safety Administration Office of Contracts and Procurement, NPO-320 Vincent Lynch, Contract Specialist 1200 New Jersey Avenue, S.E., W53-409 Washington, D.C. 20590 Telephone: (202) 366-3339 E-mail: vincent.lynch@dot.gov

V. PERFORMANCE PERIOD

All work required herein including preparation, submission, and acceptance of all deliverable items shall be completed within Sixty (60) months from the award date shown on the Face Page of this Cooperative Agreement.

VI. FINANCIAL ADMINISTRATION

The total not-to-exceed amount of the Federal funding to be provided under this cooperative agreement is **\$618,750.00**.

- A. Approved Project Budget:** The Project Budget on *Standard Form 424 Application for Federal Assistance* dated 07/97, is incorporated herein and made a part of this cooperative agreement (Attachment 1). Any reallocation of funds among budget items which does not result in an increase to the current Federal funds available, or to the total amount of Federal funding provided, shall require only prior written authorization from the NHTSA Contracting Officer and the issue of a Revised Project Budget. Any reallocation of funds among budget items that will require an increase to the current Federal funds available, or to the total amount of Federal funding provided, shall require a formal modification to this Cooperative Agreement.
- B.** The total not-to-exceed amount of the Federal funding to be provided under this Cooperative Agreement is **\$618,750.00**. A total of one (1) award is anticipated with an amount not-to-exceed **\$618,750.00**.

C. Any revisions to the budget or program plans shall be required and approved in accordance with NHTSA's General Provisions for Assistance Agreements, dated 7/95.

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 Monthly basis, accompanied by the Monthly Progress Reports (See Section III, Scope of Work, Subsection C, Paragraph C.13, Reporting Requirements, and Subsection D, Performance Milestones and Deliverables). The information required for each reimbursement claim shall, at minimum, contain the following.

Specifically:

- a. Grantee's Name
- b. All vouchers shall include a reference to NHTSA's Cooperative Agreement No. **DTNH22-XX-X-XXX**
- c. Invoice Number
- d. Invoice Date
- e. Contract Specialist or Contracting Officer's Name, Phone Number and E-mail Address
- f. COTR's Name, Phone Number and E-mail Address
- g. Grantee's TIN
- h. Grantee's DUNS
- i. Direct Labor Cost, including hours and hourly rates
- j. The period of performance for the costs claimed
- k. Current and cumulative amounts of the following item costs: direct labor; fringe benefits; material costs; consultant costs; subcontractor costs; travel costs itemized including origin and destination; and any other supporting data for unusual expenditures.

2. **Where to send Reimbursement Claims**

The Grantee shall submit one (1) original invoice copy to the following address:

DOT/National Highway Traffic Safety Administration
Mike Monroney Aero Center
Accounts Payable Branch, AMZ-150
P.O. Box 268911
Oklahoma City, OK 73126

-Or-

The Grantee may scan its invoice into PDF format and transmit it electronically via e-mail to the following address:

9-AMC-AMZ-NHTSA-Invoices@faa.gov

The Grantee is responsible for ensuring the legibility of the PDF image. Illegible copies may be returned to the contractor for re-scanning and may result in payment delays.

3. Payment Approval

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

VII. NHTSA's PROJECT OFFICER

The NHTSA designated Project Officer for this Cooperative Agreement, who is also referred to as the NHTSA COTR, is [TBD]. While this list is not exhaustive, some of the major responsibilities of the NHTSA Project Officer or the NHTSA COTR are as follows:

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.

Mr./Ms.' business information is provided below:

**[TBD], Regional Program Manager
DOT/NHTSA Region 9
201 Mission Street, Suite 1600
San Francisco, California 94105**

Telephone: (415) 744-XXXX
E-mail: @dot.gov

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

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

[TBD], Deputy Regional Administrator
DOT/NHTSA Region 9
201 Mission Street, Suite 1600
San Francisco, California 94105
Telephone: (415) 744-XXXX
E-mail: @dot.gov

VIII. GRANTEE’S PROJECT OFFICER

The Grantee’s designated Project Officer for this Cooperative Agreement is **TBD**. The responsibility for the Grantee’s Project Officer is as follows:

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

The Grantee’s designated Project Officer’s business information is provided below:

XXXXXX XXXX, Region 9 Law Enforcement Liaison
Street Address (TBD)
City, State and Zip Code
Phone Numbers
E-mails: TBD@TBD andXXXX.XXXX.CTR@dot.gov

IX. SPECIAL PROVISIONS

A. 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. 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 Click It or Ticket (CIOT) 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 90 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.

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 XII, Government Furnished Information).

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**)
- Law Enforcement Liaison (**LEL**)
- Click It or Ticket (**CIOT**)
- Regional Office (**RO**)
- Draft Final Report (**DFR**)
- Government Printing Office (**GPO**)
- Contracting Officer (**CO**)
- Contract Specialist (**CS**)
- Contracting Officer's Technical Representative (**COTR**)
- Headquarters (**HQ**)
- Standard Field Sobriety Testing (**SFST**)

- Microsoft (MS)
- Transportation Safety Institute (TSI)
- State Highway Safety Office (SHSO)

XII. GOVERNMENT FURNISHED INFORMATION

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

1. NHTSA's comments from the draft final report, under Section IV, Performance Milestones and Deliverables, item #14.
2. The NHTSA General Provisions for Assistance Agreements, dated 7/95.

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.

XIV. ELIGIBILITY REQUIREMENTS

The successful Regional law enforcement, police chief's and/or sheriff's association must demonstrate that they possess the necessary experience in traffic safety working for the police departments throughout the region. The required experience includes: strategic deployment of law enforcement personnel, working closely with police chiefs and other law enforcement organization members, coordinating training, serving as lecturers on a variety of public safety topics, serving as adjunct faculty for several universities in the areas of enforcement, and serving in a legal capacity for several police departments.

NHTSA Region 9 has established 2010 regional goals for a safety belt usage goal of 94.1 percent and a reduction of alcohol related fatalities to 1,300; and thus requires local agencies and associations that are familiar with the seat belt mobilizations and impaired driving crackdown efforts to be coordinated as part of this agreement. Only organizations capable of fulfilling the criteria listed below will be considered.

To be an acceptable application, the Grantee must be a regional law enforcement based agency or association with the capability to administer the LEL program and the ability to foster relations with law enforcement agencies, their understanding of law enforcement related issues, and their ability to deliver enforcement based programs within NHTSA's Region 9.

XV. APPLICATION PROCEDURES

Each applicant shall submit:

One signed 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 the following website: **www.grants.gov**.

A copy of the entire application to include the following: 1) signed **Standard Form 424 A & B**, 2) **Technical Work Plan**, and 3) **Cost Proposal/Budget** must be submitted via email to the following address: **nhtsaoam@dot.gov**. 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 for each year of performance.

All the material specified in the Application Procedures must be submitted to the following email address: **nhtsaoam@dot.gov** by **3:00p.m. (ET) on Monday, May 17, 2010**.

Only complete packages received on or before the specified due date will be considered. No facsimile transmissions will be accepted. Applications must reference NHTSA Request for Application (RFA) Number "DTNH22-10-R-00331." Unnecessarily elaborate applications beyond what is sufficient to present a complete and effective response to this RFA may not be considered.

XVI. 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 XIII, Eligibility Requirements) and has included all of the items specified in the Application Package (Article XIV) section of this Notice. The NHTSA Evaluation Committee will evaluate applications submitted by eligible candidates. It is anticipated that awards will be made no later than September 30, 2010.

1. Technical Evaluation

Applications will be evaluated using the following criteria:

Factor	Weight
Factor 1. Technical Approach, Work Plan and Technical Capability and Understanding	40
Factor 2. Organizational Capabilities	30
Factor 3. LEL Experience	20
Factor 4. Past Performance and Financial Responsibility	10

Evaluation Factor 1: Technical Approach, Work Plan and Technical Capability and Understanding: 40 percent

This factor evaluates the Applicant’s planned approach for conducting the proposed project. In particular, the planned approach will be evaluated to determine comprehensiveness and the degree to which it is well conceived, logical and realistic and based upon sound goals and objectives. The plan will be evaluated to determine the greatest potential for:

1. Obtaining the commitment and participation of State and local law enforcement agencies to conduct periodic, highly visible enhanced enforcement of belt use and impaired driving laws.
2. Promoting the benefits of local law enforcement agencies adoption of “Data Driven Approaches to Crime and Traffic Safety” (DDACTS) operational model as a means for deterring crime and improving traffic safety in their localities.
3. Applying the Applicant’s understanding of law enforcement related issues and technical knowledge of highway safety programs to foster relations with law enforcement agencies and to assist these agencies in the delivery of enforcement based activities.

Evaluation Factor 2: Organizational Capabilities: 30 percent

This factor evaluates Applicant's ability to perform all necessary tasks. The applicant shall provide evidence of a viable organizational entity with sufficient demonstrated commitment and experience in performing the tasks required for successful implementation of this Cooperative Agreement. The applicant shall demonstrate a sound program management structure and delineation of responsibility for different parts of the project. This includes a staff with demonstrated skills and experience to perform the tasks required. Specifically, the applicant must demonstrate: an understanding and knowledge of traffic safety programs and issues related to seat belt and impaired driving enforcement and law enforcement outreach; ability to partner and coordinate with law enforcement agencies and state highway safety offices to encourage participation in impaired driving enforcement, occupant restraint mobilization activities, and the adoption of the DDACTS operational model.

Evaluation Factor 3: Evaluation Experience: 20 percent

This factor evaluates the Applicant's experience necessary for developing and coordinating all aspects Law Enforcement Liaison activities needed to provide LEL support to the NHTSA Region. The applicant shall provide evidence of its experience to perform the tasks required. Specifically, the applicant must demonstrate experience needed to promote and obtain commitment and participation of State and local law enforcement agencies in impaired driving enforcement, occupant restraint mobilization activities; market of the DDACTS operational model; and provide outreach and technical assistance to the state highway safety offices and law enforcement agencies regarding traffic safety programs and issues related to seat belt and impaired driving enforcement and law enforcement outreach.

Evaluation Factor 4: Past Performance and Financial Responsibility: 10 percent

This factor evaluates Applicant's past performance and cooperation with NHTSA, as well as Applicant's record of financial responsibility. The Applicant must demonstrate its accomplishment of deliverable items in previous NHTSA funded cooperative agreements/contracts/grants and its ability successfully administer the financial aspect of previous activities.

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 grantees clarifying questions concerning their respective applications. NHTSA will ask specific questions relating to the application 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 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.

XVII. 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.grants.gov.

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