



1200 New Jersey Avenue, SE
Washington, D.C. 20590

U.S. Department
of Transportation

**National Highway
Traffic Safety Administration**

Subject: Letter of Invitation – Application for Federal Assistance
Invitation Number: DTNH22-12-R-00610

Title: Texting Ban Enforcement Demonstration

Dear Prospective Grantee:

The National Highway Traffic Safety Administration (NHTSA) is providing Federal Financial Assistance to State Highway Safety Offices to develop distracted driving, specifically texting enforcement strategies. This letter is to invite your agency/organization to submit an application to participate in this demonstration.

The application package in its entirety can be found on www.grants.gov under Assistance Agreement No. DTNH22-12-R-00610.

Up to two (2) awards may be granted from this request for Application.

For the purpose of this Request for Application, the applications should be limited to those activities that can be accomplished during the twenty-four (24) month period. The award will depend on the applicants' expertise and ability to coordinate the necessary activities described in the Request for Application.

NOTE: This Assistance Agreement is limited to States that have a primary enforcement texting ban in effect that applies to drivers of all ages and licensure statuses.

The following documents will be provided for your review and completion at the grants.gov website:

1. Application for Federal Assistance - Standard Form 424 (Rev.9-2003)
2. Budget Information - Non-Construction Programs - Standard Form 424A (Rev. 7-97)
3. Assurances - Non-Construction Programs - Standard Form 424B (Rev.7-97)
4. Certificate Regarding Lobbying - 49 CFR Part 20 - Appendix A
5. Certificate Regarding Debarment, Suspension, and other Responsibility Matters- Primary Covered Transactions - 49 CFR Part 29 - Appendix A
6. Certificate Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions - 49 CFR Part 29 - Appendix B
7. Certificate Regarding Drug-Free Workplace Requirements - 49 CFR Part 29 - Appendix C
8. Payment Information Form ACH Vendor Payment System

9. Request for Application, Statement of Work

In addition to the Enclosures referenced above, the Grantee shall submit a technical work plan that demonstrates the organizational capability and sufficient current and/or past experience with the types of tasks required for successful management of this Cooperative Agreement. The grantee shall provide a written narrative explaining how the state agency will accomplish the General Requirements that are presented in the Statement of Work. The narrative should focus on the Major Tasks including the personnel and qualifications of those whom will be completing these tasks.

The Supplemental Budget Information should present a detailed breakdown of the proposed costs for the entire proposed project period, along with supporting documentation of the basis for developing the estimated costs (424-A). Your agency should provide 3 (three) Supplemental Budget Information sheets, one for each year of the proposed project periods.

All of the required documents should be completed and **uploaded to www.grants.gov**, emailed to NHTSAOAM@dot.gov Attn: Brian Jenkins, or sent to 1200 New Jersey Avenue, SE, Washington DC, 20590 on or before **July 31, 2012**.

Please be advised that this invitation does not constitute an award commitment on the part of NHTSA, and that it is issued subject to the availability of funds. NHTSA reserves the right to cancel this invitation in whole or in part prior to the Cooperative Agreement award. In addition, this invitation does not commit NHTSA to pay for costs incurred in the submission of an application.

Sincerely,

Brian Jenkins
Contract Specialist

UNITED STATES DEPARTMENT OF TRANSPORTATION

National Highway Traffic Safety Administration (NHTSA)

Texting Ban Enforcement Demonstration

REQUEST FOR APPLICATIONS

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UNITED STATES DEPARTMENT OF TRANSPORTATION

National Highway Traffic Safety Administration (NHTSA)

Texting Ban Enforcement Demonstration

AGENCY: National Highway Traffic Safety Administration, DOT

ACTION: Announcement of a discretionary cooperative agreement program to decrease distracted driving, specifically texting while driving.

SUMMARY: The National Highway Traffic Safety Administration (NHTSA) is providing Federal funding to plan, develop, conduct, and evaluate a Texting Ban Demonstration High Visibility Enforcement (HVE) campaign that shall include not less than four HVE emphasis periods (waves). NHTSA anticipates the amount of the Federal funding to be provided directly under this Assistance Agreement to be a maximum amount of \$550,000.00 (\$275,000.00 per Grantee). Cost associated with evaluation activities as described in this application will be covered by NHTSA.

Since the State Highway Safety Office (SHSO) has the unique role as the sole organization charged with delivering traffic safety programs within the State, we invite your agency to submit an application to participate in this texting ban HVE demonstration project. All States with a primary enforcement texting ban that applies to drivers of all ages and licensure statuses are eligible to apply. The applicant must provide a sound and feasible plan for the implementation of a community level highly visible texting ban enforcement program (as described in the attached statement of work).

This demonstration project endeavors to reduce motor vehicle crashes attributable to driver distraction, specifically distraction caused by texting while driving. This project will build upon the Syracuse, New York and Hartford, Connecticut community level and recently awarded State Distracted Driving Demonstration Projects. Outcomes from this project will assist in the development of effective distracted driving (texting) enforcement strategies.

This notice solicits applications from State governments and their agencies. Interested applicants must submit an application packet as further described in the "Application" section of this notice. The application will be evaluated to determine the applications that will receive funding under this announcement. Non-Federal employees under contract to NHTSA may serve on an application review team that will evaluate the applications.

DATES: Applications must be received in the office designated below on or before 2:30 p.m. (EST), on **July 31, 2012**.

ADDRESSES: Applications must be submitted to NHTSA Contract Specialist, Brian Jenkins at NHTSAOAM@dot.gov, Attn: Brian Jenkins or 1200 New Jersey Avenue, S.E., Room W51-123, Washington, D.C., 20590. All applications submitted must include a reference to NHTSA

Request for Invitation Number DTNH22-12-R-00610. Only complete packages received on or before the due date will be considered. No facsimile transmissions will be accepted. In addition to the Technical Work Plan, a copy of the Cost Proposal and SF424 must be submitted.

FOR FURTHER INFORMATION CONTACT: General administrative and programmatic questions may be directed to Brian Jenkins at NHTSAOAM@dot.gov. To allow for sufficient time to address questions appropriately, all questions must be submitted no later than **2:30 P.M. Eastern Time on July 9, 2012, via e-mail. Response to the questions will be posted on <http://www.fedgrants.gov> by July 13, 2012.**

Article I. STATEMENT OF AUTHORITY

The National Highway Traffic Safety Administration (also referred to as “NHTSA” or “the Government”) has the right to enter into the authority of National Traffic and Motor Vehicle Safety Act of 1966, as amended (15 U.S. C 1381, et. seq.). Section 1395 authorizes the use of contracts, grants, and cooperative agreements with States, interstate agencies and nonprofit institutions to support research, testing, development, and training.

Article II. SUPPLEMENTARY INFORMATION

A. BACKGROUND

While all distractions can adversely impact safety, texting is particularly troubling because it involves all three types of distraction (cognitive, visual and manual). Simply put, text-messaging while driving is incompatible with safe driving. In a recent NHTSA study, text messaging had the highest levels of driving performance degradation. Text messaging was more distracting than all other number/text entry secondary tasks due to its longer duration and its increased level of task demand.¹ A Texas Transportation Institute study found that drivers exhibited nearly identical impairment in both reading and writing text messages and those reductions in reaction time that were nearly twice as great as previously thought.²

Despite well publicized dangers of distracted driving, many Americans choose to use cell-phones while driving. Persons may feel the risk and consequences of doing so don't apply to them; survey data suggests drivers who use cell-phones and/or text while driving believe that other users pose a bigger danger than they do. According to an October 2011, AAA Traffic Safety Culture Index, 95 percent of drivers surveyed recognize that text messaging behind the wheel is a serious threat, while 88 percent feel the same way about cell phone use. But, at the same time, 35 percent of those drivers said they have read or sent a text message while driving in the last month. And, 67 percent said they've talked on a cell phone while driving in the past month and most disturbing is almost a third said they do this regularly.³ Similar results were reported from a June 2010 Pew report, one in four (27%) American adults say they have texted while driving, the same proportion as the number of driving age teens (26%) who say they have texted while driving. Half (49%) of all adults say they have been in a car when the driver was sending or reading text messages on their cell phone. The same number of all teens ages 12-17 said they had been in a car when the driver was texting.⁴

Although the exact number of annual fatalities caused by texting is unknown, the potential gravity of the problem can be appreciated by the fact that text based communications are

¹ National Highway Traffic Safety Administration, *Distraction Effects of Number and Text Entry Using An Alliance 2.1B Protocol and Driving Scenario*. DOT HS (Report No. TBD), 2011

² Texas Transportation Institute, *An Investigation of the Effects of Reading and Writing Text-based Messages While Driving*. Report No. SWUTC/11/476660-000234-,2011

³ AAA: 2011 Traffic Safety Culture Index: <http://www.aaafoundation.org/pdf/2011HUDWRelease.pdf>

⁴ Pew Research Center (Internet & American Life Project), *Adults and Cell Phone Distractions*, 2010: <http://pewinternet.org/Reports/2010/Cell-Phone-Distractions.aspx>

exploding at an unprecedented pace. According to the Cellular Telecommunications Industry Association (CTIA), nearly 323 million have a cell phone. In 2010, more than 2.2 trillion text messages were sent in the United States. The average teen sends more than 2,000 texts per month and industry experts predict the prevalence of text messaging will continue to grow exponentially among all users. In addition to personal communications, marketers are jumping on to the text messaging bandwagon. Mobile marketing is predicted to explode into a \$50 billion dollar industry by 2015. This coupled with Americans increasing reliance on text-based communications make it imperative that law enforcement be equipped with resources and strategies to successfully enforce texting while driving laws.

As of result of this growing trend, States legislatures stepped up and enacted distracted driving laws to prevent drivers from using their mobile device behind the wheel. As of June 2012, ten States prohibit all drivers from using handheld cell phones while driving and thirty-nine States ban text messaging for all drivers. An additional five states ban texting while driving for some motorists, such as those under 18 or bus drivers. Legislation is the first and critical step but to have real impact, laws must be strongly enforced so that the consequence for texting while driving is a tough penalty and not the loss of a life. The texting ban enforcement demonstration project seeks to develop strategies that states with texting only bans can use to reduce the prevalence of texting while driving and the incidence of crashes attributable to distracted driving.

Several states have undertaken HVE distracted driving demonstrations that seek to reduce hand-held cell phone use while driving. Available data indicates that the HVE model is successful in curbing hand-held use. However the effects of HVE on reducing texting while driving is less known.

B. OBJECTIVE

The purpose of this project is to assist communities in testing if law enforcement can successfully enforce a primary enforcement texting ban and if yes, what enforcement strategies work best. The strategies that will be implemented include HVE, education and outreach, publicity, and evaluation. To test the enforceability of texting bans, the Grantee, in partnership with NHTSA, will plan, develop, conduct, and evaluate a community level demonstration program to change the attitudes of motorists regarding distracted driving with a heavy emphasis on texting while driving.

The objective of this cooperative agreement is to assist the Grantee with:

- Identifying successful texting enforcement strategies;
- Increasing motorist understanding of the dangers associated with texting while driving;
- Implementing an aggressive earned media campaign to increase awareness of enforcement efforts and the perception of risk for receiving a texting citation;
- Decreasing the prevalence of texting while driving; and
- Decreasing the incidence of distracted driving crashes.

This agreement will assist the Grantee in developing best practice texting enforcement protocols/guidelines for their law enforcement agencies.

C. SCOPE OF WORK / PURPOSE

Implement a Community Level Texting Enforcement Demonstration Program

In conjunction with testing the texting enforcement protocol, NHTSA will assist the Grantee with implementing a community level texting enforcement campaign (independent of other NHTSA grant-funded mobilizations), consisting of four emphasis periods lasting not less than seven (7) days in duration. To ensure efforts undertaken as part of this cooperative agreement provide the Grantee with the most effective solutions to combat its distracted driving problem, NHTSA will hire an evaluation contractor to evaluate the ability of the demonstration effort to change the attitudes of motorists regarding the acceptability of texting while driving and reduce associated unsafe driving behaviors.

This project shall be modeled in part after the successful Syracuse, NY/Hartford, CT cell-phone HVE demonstration that included enforcement, supported by aggressive media and public outreach. Media messages for this project will make the citizenry aware of the on-going enforcement efforts of police to reduce the State's distraction related crashes. NHTSA has developed and made available campaign starter kits, public service announcements, enforcement and non-enforcement logos, banner ads, sample newspaper articles and other materials thru distraction.gov for use during this demonstration project. The supporting education and outreach will be designed to build awareness about the many potential distractions inside a motor vehicle and the dangers they pose, particularly texting while driving.

*To view a copy of the July 2011 research note titled "*Four High Visibility Enforcement Demonstration Waves in Connecticut and New York Reduce Hand-Held Phone Use*" (DOT HS 811 845) visit: <http://www.distraction.gov/files/for-media/2011/508-research-note-dot-hs-811-845.pdf>.

NHTSA will assist the Grantee in applying the High Visibility Enforcement Model. This model includes: 1) Data collection before, during, and after media and enforcement phases; 2) Publicity announcing vigorous enforcement; 3) Highly visible enforcement each day of a one to two-week enforcement period; and 4) A media event announcing program results and giving credit to all of the participants in the community program at the end of each wave. Public education messages will build awareness about the many distractions inside a motor vehicle and the dangers they pose, chiefly those related to texting. The State's Texting Laws will be emphasized and other traffic laws may be emphasized as appropriate, including unsafe lane changes or driving below the speed limit as these practices (among others) may occur when a driver's attention has been diverted.

In consideration for award of this Assistance Agreement (AA), the Grantee agrees to the following conditions:

Condition 1 (Task 1): Participate in Start-up Meeting

Within thirty (30) days of award, the Grantee agrees to participate, with key NHTSA staff and other project team members, in the initial briefing/start-up meeting. The purpose of the meeting is to meet with the principal personnel of the project (project manager, law enforcement officers, communications/public relations personnel, data/evaluation personnel). All parties involved will review the project's objectives, planned course of action, responsibilities, Milestones and Deliverables, and develop the Action Plan.

Condition 2 (Task 2): Develop and Submit Action Plan

Within fifteen (15) days after the Start-up Meeting, the Grantee agrees to submit a detailed Action Plan that describes the demonstration effort participation with the SHSO(s), law enforcement agencies and community partners. The Action Plan shall reflect the Grantee's initial plan submitted with its application for assistance and changes made through subsequent discussions. The Action Plan should include at a minimum:

- ***Project Management Structure*** (roles and responsibilities).
- ***Comprehensive Timeline.*** The Grantee agrees to create a comprehensive project timeline outlining its data analysis, communications and outreach, enforcement, project implementation strategies, and project milestones. The timeline shall include frequency, intensity, timing, and duration of the emphasis periods to be implemented during the project period.
- ***Enforcement Plan.*** In conjunction with State and local law enforcement, the Grantee agrees to develop enforcement tactics and operational plans that will guide the law enforcement efforts for this project. The Grantee is responsible for obtaining buy-in and commitment from all its participating law enforcement agencies. The Grantee should consider several enforcement options to maintain consistent enforcement of the state's texting laws during the project. NHTSA will provide assistance to the Grantee in finalizing its enforcement plan.
- ***Communications and Outreach Plan.*** Enforcement efforts should be accompanied by appropriate communications and outreach to inform the public of the efforts. NHTSA does not anticipate providing additional funding for paid media therefore the Grantee is asked to provide a comprehensive earned media plan . . .
- ***Data Collection Plan.*** In the Action plan, the Grantee agrees to describe what data they're able to provide to NHTSA and NHTSA's evaluation contractor in order to successfully evaluate the texting demonstration. The Grantee agrees to collect process data documenting relevant program details, including obstacles, challenges, and adjustments. The Grantee will also work with NHTSA's evaluation contractor to set-up or finalize the enforcement activity reporting system.

Condition 3: Submit Final Work Plan

Within in fifteen (15) days after receiving NHTSA comments on the draft action plan, the Grantee agrees to submit its final work plan to the COTR (AA) for review and any further recommendations.

Condition 4: Conduct Expert Panel to Identify Texting Enforcement Strategies

The Grantee agrees to organize and conduct an expert panel to develop peer approved texting enforcement protocols/guidelines. It is recommended that the panel be comprised of law enforcement personnel representing a diverse and geographical mix of agencies types e.g., rural/township, county/parish, state police, etc. who have successfully demonstrated their ability to cite and enforce their state's texting law(s).

Condition 5: Train Participating Law Enforcement Agencies

Prior to the start of the first enforcement wave, NHTSA will assist the Grantee in developing training for its participating law enforcement agencies on the dangers of texting while driving, enforcement techniques, enforcement strategies, and the importance of enforcing the state's texting law.

Condition 6 (Task 3): Plan, Coordinate and Conduct Distracted Driving (Texting)**Campaign**

NHTSA will assist the Grantee, the Grantee's law enforcement community, and other necessary partners in coordinating the implementation of the agreed upon campaign strategies. Campaign strategies will involve coordination of texting while driving enforcement in conjunction with an intensive outreach/earned media campaign effort.

Communications

The Grantee will work closely with NHTSA to foster partnerships with local law enforcement officials, community public health and safety groups, educational organizations and other appropriate organizations.

This agreement requires an aggressive (and strategic) use of earned media and outreach to inform the public about the enforcement efforts. NHTSA will provide technical assistance to ensure the publicity plan is implemented accordingly. Any supplemental publicity materials the Grantee chooses to develop for this project shall be reviewed and approved by NHTSA.

Condition 7: Participate in Conference Calls

On a regular basis (frequency to be determined) the Grantee shall participate in regularly scheduled teleconferences with NHTSA to discuss the project's status.

Condition 8: Status Reports

Not later than 45 days following each wave, the Grantee agrees to submit wave status reports to the NHTSA COTR (AA). The reports should describe status and progress of activities outlined in the project action plan. The reports should include an up-to-date summary of accomplishments by the Grantee and describe/include problems encountered; proposed solutions; noteworthy activities, events or successes; copies of communication and outreach materials, articles, ads, media, enforcement, evaluation plans and data collected.

Condition 9 (Task 4): Make Available Necessary Data and Information to the Project Evaluation Contractor.

NHTSA plans to hire a separate evaluation contractor to assist the Grantee in evaluating their distracted driving (texting) campaign. This evaluation support will ensure the Grantee receives a fully documented and thoroughly evaluated project. The Grantee agrees to provide information on the following elements of the project: project planning, implementation and reporting processes; communication forums, methods, and procedures for coordination; any project-related data (see list below), successes, challenges, problems encountered and how they were resolved,

refinements made to the process, and identification of commitments, resources, and partners supporting the project.

The Grantee agrees to support evaluation of its project by providing access to the necessary data. To enable the evaluation contractor to provide the Grantee with a comprehensive project evaluation it's highly recommended that the Grantee provide access to the following information

- Earned media activities
- Enforcement activity (manpower, hours worked, etc)
- Distracted driving citations (for both passenger and commercial motor vehicles)
- Offender data for those receiving distracted driving citations (as available)
- Crash data (as available)

NHTSA's and its evaluation contractor will be responsible for analyzing:

- Observational data on texting and hand-held cell phone use
- Communications and media
- Driver awareness of messaging and outreach activities
- Driver perception of enforcement activities

Condition 10: Administer Awareness Survey

To evaluate driver awareness of the media and enforcement activities, the Grantee agrees to provide assurance of access to the driver licensing offices (often called division of motor vehicles (DMVs). In the event DMV offices are unavailable or appropriate, the Grantee may propose other suitable venues to collect awareness data (e.g. gas station intercept surveys). NHTSA, the evaluation contractor and the Grantee will collectively decide upon appropriate alternative venues if needed.

NHTSA and the evaluation contractor will assist the Grantee by designing the awareness protocol and data collection sample frame. The state will be responsible for administering the awareness surveys. NHTSA's evaluation contractor will provide the necessary materials (e.g. forms, collection boxes, signs and postage paid envelopes to mail the completed surveys to the contractor's office for analysis). Surveying will be done pre/post of each program wave and in each program implementation area.

Condition 11 (Task 5): Submit Final Report

At minimum, the Grantee's final report shall cover the coordination process, lessons learned and the successes of the project coordination effort.

Condition 12 (Task 6): Participate in Final Briefing

The Grantee agrees to participate in a briefing with NHTSA officials and other invited parties in Washington, D.C. upon the completion of the project. (If the Grantee is traveling to NHTSA for other meetings, every effort must be made to consolidate trips and limit travel expenses.) The Grantee should include a discussion on the project implementation and activities. Briefing materials (e.g., Power Point presentation) are highly recommended.

Article III. NHTSA INVOLVEMENT

Under this Assistance Agreement, NHTSA will:

1. Assign a Contracting Officer's Technical Representative, Assistance Agreements (COTR (AA)), to provide coordination between Grantee and NHTSA.
2. Provide technical assistance in meeting the objectives of this cooperative agreement.
3. Provide reimbursement to Grantee based upon the terms and conditions of this cooperative agreement.
4. Provide liaison with other government/private agencies as appropriate.
5. Provide technical assistance and recommend placement of earned media materials.
6. Provide information and technical assistance to aid the SHSO in implementing the agreed upon enforcement strategies.
7. Provide assistance in evaluating the texting while driving demonstration project.
8. Reserve the right to terminate this agreement at any time prior to its conclusion, for reason(s) that are in the best interest of either party.

Under this Cooperative Agreement, The Grantee agrees to:

1. Designate a Program Manager to provide liaison and coordination between NHTSA, the Grantee, and other involved parties.
2. Develop an Action plan (as described on page 8) and project timeline detailing activities the Grantee wishes to undertake under this cooperative agreement. The final action plan shall be incorporated by reference into the cooperative agreement.
3. Define *Texting While Driving*: NHTSA recognizes the definition of texting varies considerably from state to state. As smart-phones continue to grow in popularity, today's consumers have evolved their mobile usage into a proliferation of tasks: texting, surfing the Web, social networking, and e-mailing, and so on. These activities may not fall under the auspices of "texting" and may not be covered in some state laws. The Grantee and NHTSA will examine how texting is defined within the context of existing legislation and its implications for enforcement.
4. Develop texting enforcement protocols/guidelines and training: Upon developing a baseline definition of texting, NHTSA will provide assistance to the Grantee in convening an expert panel to develop peer approved texting enforcement protocols/guidelines (i.e., quick reference guides/cheat sheets) and training for law enforcement agencies under the Grantee's jurisdiction. It is recommended that the panel be comprised of law enforcement personnel representing a diverse and geographical mix of agencies types e.g., rural/township, county/parish, state police,

etc. who have successfully demonstrated their ability to cite and enforce their State's texting law(s).

5. Implement a community level texting enforcement demonstration program supported by a vigorous earned media campaign.
6. Agree to use NHTSA approved messaging.
7. Report activities for each campaign wave to the evaluation contractor.
8. Participate in a final project briefing in Washington, DC to review the project implementation, activities, and other issues arising under this Cooperative Agreement.

Article IV. FUNDING

NHTSA anticipates the amount of the Federal funding to be provided under this Assistance Agreement to be a maximum of \$550,000.00 (\$275,000.00 per Grantee). Cost associated with evaluation activities as described in this solicitation will be covered by NHTSA. Given the amount of funds available for this effort, applicants are strongly encouraged to seek other funding opportunities to supplement the Federal funds. At the discretion of the government, funds may be incrementally or fully funded at the time of the award. Nothing in this solicitation should be constructed as committing NHTSA to make any award.

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** as either an attachment or as a selection within "eInvoicing" (see paragraph 2 and "Important Note" below.) The Grantee shall submit claims for reimbursement on a monthly basis. The information required for each reimbursement claim shall, at minimum, contain the following:

- a. Grantee's Name;
- b. Cooperative Agreement / Grant Number (beginning with "DTNH22");
- c. If applicable, the Cooperative Agreement Project (CAP) Number;
- d. Invoice Number;
- e. Invoice Date;
- f. The NHTSA Contract Specialist or Contracting Officer's name, phone number, and e-mail address;
- g. The NHTSA Contracting Officer's Technical Representative's ("COTR(AA)") name;
- h. If applicable, the name of the NHTSA COTR for the CAP ("COTR(CAP)");
- i. Grantee's TIN
- j. Grantee's DUNS
- k. Direct Labor Cost, including hours and hourly rates
- l. The period of performance for the costs claimed
- m. 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.

n. Any documentation which supports the costs claimed.

2. Procedure for Submitting Invoices

Beginning June 20, 2012, NHTSA will be using the Department of Transportation's "eInvoicing" system for processing grantees' requests for reimbursement. The system takes full advantage of e-commerce and allows grantees to perform the following tasks electronically:

- Create standard invoice documents;
- Enter required information;
- Attach supporting documentation;
- Submit invoices for review and payment;
- Query the system to determine the status of individual invoices;
- Query the system to determine the total dollar amount of invoices submitted to date, the total reimbursements to date, and the total amount of federal funding still available for payment.

IMPORTANT NOTE: Prior to accessing the eInvoicing system, all grantees must complete the eAuthentication certification process. It ensures the identity of eInvoicing users external to DOT. The process can be time consuming; therefore, grantees should begin as soon as it receives award of a grant or cooperative agreement.

Detailed instructions on how to receive eAuthentication certification can be found at: <http://www.dot.gov/cfo/delphi-invoicing-system.html>. Click on the "eAuthentication process tutorial" hotlink located under the banner "Steps to take Before Accessing the eInvoicing System." A PowerPoint briefing will then guide you through the process.

Once you have completed the eAuthentication process, you must then complete training on the eInvoicing System. To do that, go to the website cited in the previous paragraph and, under the "Training Materials" banner, click on "Click here to review all training materials by user role." You will need to familiarize yourself with the information accessible under the "Grant Recipient Users" banner located near the top of that page.

Please send any questions, or report any problems regarding eInvoicing to DOTeInvoicing@dot.gov.

Article V. PERIOD OF PERFORMANCE

The Period of Performance for this Cooperative Agreement shall be twenty-four (24) months from the date of award of the resulting Cooperative Agreement Award.

Article VI. TERMINATION

The Government may terminate this agreement in whole or in part, upon providing written notification to the Grantee, if the Contracting Officer determines that a termination is in the

Government's best interest or the Grantee defaults in performing the work and fails to cure the default within the time specified in writing by the Contracting Officer. The Grantee may terminate this agreement by providing NHTSA with a sixty (60) day advance written notice. The Grantee must deliver acceptable reports on work accomplished as part of any such termination.

Article VII. 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 VIII. ELIGIBILITY REQUIREMENTS

All States with a primary enforcement texting ban that applies to drivers of all ages and licensure statuses are eligible to apply. State governments and their agencies may submit applications. Interested applicants are advised that no fee or profit will be allowed under this cooperative agreement program. Preference may be given to those applications that have proposed cost-sharing strategies and/or other proposed funding sources in addition to those in this announcement.

Article IX. APPLICATION PROCEDURES AND CONTENTS

A. PROCEDURES

Each applicant must submit one (1) original PDF by way of email to NHTSAOAM@dot.gov, Attn: Brian Jenkins. Applications must include a completed *Application for Federal Assistance (Standard Form 424 - Revised 4/88)*. OMB forms are available for downloading and printing on the Internet at: www.whitehouse.gov/OMB/grants/index.html site.

Only complete packages received on or before TBD will be considered. No facsimile transmissions will be accepted. Due to the large number of actions being processed, applications must be typed on one side of the page only and contain a reference to NHTSA Assistance Agreement Number DTNH22-12-R-00610. Unnecessarily elaborate applications beyond what is sufficient to present a complete and effective response to this invitation are not desired. Please direct application and programmatic questions to Brian Jenkins by email to: NHTSAOAM@dot.gov, Attn: Brian Jenkins.

B. CONTENTS

- A. The application package must be submitted with OMB Standard Form 424, (Rev 7-97 or 4-88, including 424A and 424B), Application for Federal Assistance, including 424A, Budget Information-Nonconstruction Program, and 424B, Assurances-Non-construction Programs,

with the required information provided and the certified assurances included. While the Form 424-A deals with budget information, and Section B identifies Budget Categories, the available space does not permit a level of detail, which is sufficient to provide for a meaningful evaluation of the proposed costs. A supplemental sheet should be provided which presents a detailed breakout of the proposed costs (detail 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; subcontractors/subgrants, with similar detail, if known; and overhead), as well as any costs the applicant proposes to contribute or obtain from other sources in support of the projects in the project plan.

- B. Funding sources other than the funds being provided through this cooperative agreement are encouraged. Since activities may be performed with a variety of financial resources, applicants need to fully identify all project costs and their funding sources in the proposed budget. The proposed budget must identify all funding sources in sufficient detail to demonstrate that the overall objectives of the project will be met.
- C. Program Narrative Statement: Proposal must fully describe the scope of the project, detailing the activities and costs for which funding is being requested. Also, applications for this program must include the following information in the program narrative statement:
1. A table of contents including page number references.
 2. A description of the project goal and how the grantee plans to meet the goal. The grantee must be specific with respect to the particular approach being addressed and how the grantee will successfully implement the requirements. Sustainability of the approach beyond the period of performance should be addressed.”
 3. A description of the project goal and how the grantee plans to meet the goal. The grantee must be **specific** with respect to the particular approach being addressed and how the grantee will successfully implement the requirements. Sustainability of the approach beyond the period of performance should be addressed.
 4. A description of the specific activities proposed by the grantee. What actions will be undertaken to support the proposed project? What partners need to be involved in the effort to ensure success? To what degree has the buy-in of these groups been secured? What is “success” and how will it be determined?
 5. A description of the evaluation plan, including how information (data) will be obtained, compiled, analyzed, and reported.
 6. Detailed project budget, by year, that includes: direct labor costs by category (hours/rate), burden including overhead and fringe; direct materials; special equipment; travel (including number of travelers, number of days, transportation costs, and per diem or subsistence), consultant costs (purpose, hours/rates), subcontracts (purpose, hours/rates), and other budget items not identified above. Interested applicants are advised that no fee or profit will be allowed under this cooperative agreement program. All other factors

being equal, preference will be given to those that have proposed cost-sharing strategies and/or other proposed funding sources in addition to those in this announcement.

7. A description of how the proposed project will be managed. The application shall identify the proposed project manager and other personnel considered critical to the successful accomplishment of the project, including a brief description of their qualifications and respective organizational responsibilities. The roles and responsibilities of the grantee and any others included in the application package shall be specified. The proposed level of effort in performing the various activities shall also be identified.
 8. A detailed explanation of time schedules, milestones, and product deliverables, including monthly reports and draft and final reports. (See TERMS AND CONDITIONS OF AWARD.)
 9. A separately labeled section with information demonstrating that the applicant meets all of the special requirements outlined in the *Eligibility Requirements* section of this announcement.
- D. Commitment and Support: When other sources and organizations are required to complete the proposed effort, the grantee shall provide proof of said organization's willingness to cooperate on the effort. Such proof can be a letter of support or buy-in indicating what the organization will supply to the grantee.

Article X. APPLICATION REVIEW PROCESS AND EVALUATION FACTORS

Each application package will be reviewed initially to confirm that the applicant is an eligible recipient, meets applicant competency factors listed in the *Eligibility Requirements* section, and has included all of the items specified in the *Application Procedures* section of this announcement. An Evaluation Committee will then evaluate each complete application from an eligible recipient. Non-Federal employees under contract to NHTSA may serve on this Evaluation Committee.

The applications will be evaluated using the following criteria:

FACTOR:
Factor 1. Feasibility of Work Plan and Approach
Factor 2. Proposed Use of Federal Funds (Long Term Commitment)
Factor 3. Data Collection Capabilities
Factor 4. Past Performance and Financial Responsibility

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Factor 1. Feasibility of Work Plan and Approach

- a. This factor evaluates the Applicant's planned approach for conducting the texting HVE demonstration project. In particular, the planned approach will be evaluated according to how the texting while driving problem has been defined (i.e., problem definition) and the feasibility and soundness of the approach for addressing the problem, including the degree to which the approach is well conceived, logical and realistic and based upon sound goals and objectives. The plan will be evaluated to determine the greatest potential to achieve the objectives.
- b. Proposals must include the Applicant's approach to achieving the objectives with supporting justification. The Applicant's understanding of the issues must be evidenced both in a background section of the proposal, and then in a description of the proposed approach for completing the project.
- c. Applicant should demonstrate: ability to work with established law enforcement agencies, media organizations and community organizations, at local and State levels, on strategies to reduce texting while driving; ability to consult with state traffic safety partners to determine law enforcement needs, issues and opportunities to support the project; skill at obtaining, interpreting and communicating current and future related law enforcement data, strategies, technologies and information.
- d. The Applicant shall provide letters of commitment/support from participating law enforcement agencies.
- e. 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 must demonstrate that they have willingness and capacity to successfully complete this project and contribute the adequate funding, staffing and support to carry out the necessary functions.

Factor 2. Proposed Use of Federal Funds (Long Term Commitment)

This factor evaluates the Applicant's ability to effectively and efficiently use federal funds in meeting this project's objectives. The Applicant shall describe how the funds from this agreement will be used to carry-on successful strategies and countermeasures developed as part of this agreement. The Applicant shall provide a two-three year outlook describing activities they plan to continue and what new activities, if any, may be implemented as a result of this project.

Factor 3. Data Collection Capabilities

This factor evaluates the Applicant's ability to assist with overall project evaluation efforts including the ability to provide access to all necessary data. Preference will be given to those Applicants who are able to provide assurances of their ability to deliver/provide access to relevant data. The Applicant shall list what data is available and the estimated timeframe for obtaining the described data.

Factor 4. Past Performance and Financial Responsibility.

This factor evaluates the Applicant’s past performance and cooperation with NHTSA, as well as the Applicant’s record of past financial responsibility and proposed project budget. Proposals will be evaluated on demonstrated accomplishments in their activities, specifically as it relates to conducting a distracted driving (texting) enforcement campaign and a willingness to work closely and cooperatively with NHTSA and other partners. The extent to which the Applicant has fulfilled performance and financial obligations on previous Cooperative Agreement’s and/or contracts will be reviewed.

Article XI. SPECIAL AWARD SELECTION FACTORS

While not a requirement of this announcement, applicants are strongly urged to seek funds from other Federal, State, local, and private sources to augment those available under this announcement. For those applications that are evaluated as meritorious for consideration of award, preference may be given to those that have proposed cost-sharing strategies and/or other proposed funding sources in addition to those in this announcement.

Article XII. REPORTING REQUIREMENTS AND DELIVERABLES/MILESTONES

A. REPORTING

1. Prior to award, each grantee must comply with the certification requirements of 49 CFR part 20, Department of Transportation New Restrictions on Lobbying, and 49 CFR Part 29, Department of Transportation government wide Debarment and Suspension (Non-procurement) and Government-wide Requirement for Drug Free Work Place (Grants).
2. Reporting Requirements and Deliverables:
 - A. Quarterly Progress Reports must include a summary of the previous quarter’s activities and accomplishments, as well as the proposed activities for the upcoming quarter. Any decisions and actions required in the upcoming quarter should be included in the report. Any problems and issues that may arise and need the Contracting Officer’s Technical Representative (COTR) or Contracting Officer (CO) attention should be clearly identified in the report in a specific, identified section. The grantee shall supply the progress report to the COTR every three months following date of award.
 - B. Initial and Subsequent Meetings with COTR: The grantee will meet with the COTR and appropriate NHTSA staff in Washington D.C. at NHTSA’s offices to discuss and refine the development, implementation, and evaluation of the project. The grantee will prepare a 20 to 30 minute presentation describing the project and will be prepared to answer questions from the COTR and others present at the briefing. After this initial meeting with the COTR, the grantee should meet at least once a year with the COTR in Washington D.C. at NHTSA’s offices to discuss the project’s progress and results. These meetings will be a minimum of 2 hours in length.

- C. Revised Project Plan: If needed, the grantee will submit a revised project plan incorporating verbal and written comments from the COTR. This revised plan is due no more than one and ½ (1.5) months from date of the initial meeting with COTR.
 - D. Draft Final Report: The grantee will prepare a Draft Final Report that includes a description of the project, issue addressed, program implementation (if relevant), evaluation strategies, findings and recommendations. With regard to technology transfer, it is important to know what worked and what did not work, under what circumstances, what can be done to enhance replication in similar communities, and what can be done to avoid potential problems for future replication of the project. This is true even if the applicant reviewed and documented existing programs. The grantee will submit Draft Final Report to the COTR 60 days prior to the end of the performance period. The COTR will review the draft report and provide comments to the grantee within 30 days of receipt of the document.
 - E. Final Report: The grantee will revise the Draft Final Report to reflect the COTR's comments. The revised final report will be delivered to the COTR 15 days before the end of the performance period.
 - F. Requirements for Printed Material: The print materials shall be provided in Microsoft Word text.
 - G. Final project briefing to NHTSA and a presentation to a national meeting: The grantee will deliver a briefing in Washington, D.C. at NHTSA's offices to the COTR and appropriate NHTSA staff to review the project implementation, evaluation, and results. This presentation shall last no less than 30 minutes and the grantee shall be prepared to answer questions from the briefing's attendees.
 - H. An electronic Microsoft PowerPoint presentation that NHTSA staff shall be able to use to brief senior staff or driver licensing partners at various meetings and conferences.
3. During the effective performance period of the cooperative agreements awarded as a result of this announcement, the agreement as applicable to the grantee shall be subject to the National Highway Traffic Safety Administration's General Provisions for Assistance Agreement, dated July 1995.

B. MILESTONE & DELIVERABLES

DELIVERABLES (D) AND MILESTONES (M)

The deliverable schedule and descriptions are provided below. With final deliverables, the Grantee shall provide a table detailing how each Government comment was addressed. Deliverables must be in electronic format and printable.

Start-Up Activities		
Task No.	Performance Conditions	Due Date
1(M)	Participate in Start-up Meeting	Recommended within 30 days of award
2 (D)	Develop and submit an Action Plan (to include media, evaluation and enforcement plans for <i>all</i> emphasis periods)	Within 15 days after Start-up Meeting
Project Reporting		
3 (M)	Conduct four (4) Distracted Driving (texting) Emphasis Waves	TBD
4 (D)	Provide Post-Wave reports that include information on the earned media campaign, outreach activities, high visibility enforcement (to include citation counts, data collection, analysis, budget, funds obligated, timeline, challenges encountered, and lessons learned).	No later than 45 days after each Wave
Project Wrap-Up Activities		
5 (D)	Submit Project Final Report	TBD
6 (M)	Participate in Final Briefing Presentation to NHTSA on demonstration findings	TBD

Article XIII. MODIFICATIONS

A. 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 Technical Representative; and
- Make other administrative changes, which do not affect the legal obligations of the Grantee.

B. Bilateral

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

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.

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.

49 CFR Part 20 - Department of Transportation New Restrictions on Lobbying.

49 CFR Part 29- Department of Transportation Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants).

In addition, the following provisions are applicable to this agreement which provides Federal financial assistance authorized 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 Office" 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, written agreement in advance of the incurrence of such costs is 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 allow ability 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 OMS 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 or Federally-recognized Indian tribal 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, nonprofit 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" (except that the grantee may modify these terms pursuant to paragraph (Q)(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) listings of all subject inventions which were disclosed to NHTSA pursuant to paragraph (c)(1) and/or a report (DO 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 (l) of the clause, entitled "Communications," shall read as follows:

(l) 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. OMS 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 acknowledgment of such support in any publication of this 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, administer 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 of 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 agrees 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 individual's name or other particular identifier assigned to the individual. A system of records 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 which require the design, development, or operation of such a system of records on behalf of the Government.
- c. For purposes of the 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, 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 data bases, and documentation thereof.
- (2) "Data" as used in this clause, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data 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 clause, means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, 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, formulas, and flowcharts of the software.
- (4) "Limited Rights," as used in this clause, means the rights of the Government in 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 a 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 publicly and display publicly, 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 g 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 of this agreement unless provided otherwise in paragraph d 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 paragraphs e and f of this clause; and
- (iv) Establish claim to copyright subsisting in data 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 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 is made, the grantee shall affix the applicable copyright notices of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including agreement number) to the 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 publicly and display publicly, 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 publicly and display publicly, by or on 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 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 reproductions 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 performance 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 marking 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 subparagraphs 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 any time either return the data to the grantee, or cancel or ignore the markings. However, the following procedures shall apply prior to cancelling 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 propriety 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 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 cancelled 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 competent 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 markings 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 thereunder.

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 a 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 grantee's expense, and the CO may agree to do so if the grantee-

- (i) Identifies **the** data to which the omitted notice is 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 with respect to the disclosure or 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 subdivisions 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 data base 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 paragraphs 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 purposes 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 nongovernment evaluators.
 - (iii) Use (except for manufacture) 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 or 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 withholdable. 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 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) Used 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 use, 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 of this computer 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 necessary 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 promptly bring such refusal to the attention of the CO and not proceed with the third-party contract award without further authorization.
- 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 to the Government.

8. RESTRICTIONS ON PRINTING.

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

The grantee may reproduce reports, data, or other written material required 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 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 Departmental/Committee approval can be obtained.

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

9. OTHER ADMINISTRATIVE PROVISIONS AND ASSURANCES.

- a. No Government Obligations to Third Parties. Absent its specific consent, the NHTSA shall not be subject to any obligations or liabilities with respect to any person or entity not a party to this agreement in connection with performance under the agreement, notwithstanding its concurrence in or approval of the solicitation or award of any third-party contract.
- b. Severability. If any provision of this agreement is 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, advertiser:1t, 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 the provisions of the agreement violates any applicable State or territorial law. If compliance with any of the 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 the application of more stringent State or local standards; provided. However 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 manufactured products, steel and cement used in carrying out this agreement are produced in the United States. In accordance with Section 165 of the Surface Transportation Assistance Act of 1982 (Pub. L. 97-424; 96 Stat. 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).

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS--PRIMARY COVERED TRANSACTIONS**

Instructions For Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS--PRIMARY COVERED TRANSACTIONS**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature/Authorized Certifying Official

Typed Name and Title

Applicant/Organization

Date Signed

49 CFR Part 29 - Appendix B

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

Instructions For Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AN
VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature/Authorized Certifying Official

Typed Name and Title

Applicant/Organization

Date Signed

49 CFR Part 29 - Appendix C

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Instructions for Certification:

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below.
2. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. For grantees other than individuals, Alternate I applies.
4. For grantees who are individuals, Alternate II applies.
5. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
6. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).
7. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph five).
8. Definitions of terms in the Non-procurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS--

ALTERNATE I. (GRANTEES OTHER THAN INDIVIDUALS)

- A. The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about--
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will--
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted--
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check () if there are workplaces on file that are not identified here.

Signature/Authorized Certifying Official

Typed Name and Title

Applicant/Organization

Date Signed

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

REQUIREMENTS-- ALTERNATE II. (GRANTEES WHO ARE INDIVIDUALS)

- (a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;
- (b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to every grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

Signature/Authorized Certifying Official

Typed Name and Title

Applicant/Organization

Date Signed

