



## **Notice of Funding Opportunity (NOFO)**

### **Federal Agency**

United States Department of Transportation (U.S. DOT)  
National Highway Traffic Safety Administration (NHTSA)

### **Funding Opportunity Title**

Prosecutor Support for Impaired Driving

### **Announcement Type**

Initial Announcement

### **NHTSA NOFO Number**

693JJ920R000008

### **Assistance Listing Program Number (formerly CFDA)**

20.614 - National Highway Traffic Safety Administration (NHTSA) Discretionary Safety Grants

### **Key Dates**

NOFO Posted Date:	<b>April 14, 2020</b>
NOFO Questions Due Date:	<b>April 23, 2020</b>
Application Due Date:	<b>May 14, 2020</b>

**TABLE OF CONTENTS**

<b>SECTION</b>	<b>TITLE</b>
<b>N/A</b>	<b>PROGRAM SUMMARY INFORMATION</b>
	A. Federal Agency Name
	B. Funding Opportunity Title
	C. Announcement Type
	D. Funding Opportunity Number
	E. Assistance Listing Program Number (formerly CFDA)
	F. Key Dates
<b>N/A</b>	<b>MISSION</b>
<b>A</b>	<b>PROGRAM DESCRIPTION</b>
A.1	Purpose and Objective
A.2	Program Authority
A.3	Background
<b>B</b>	<b>FEDERAL AWARD INFORMATION</b>
B.1	Awarding Agency
B.2	Funding and Type of Award
B.3	Type of Application
B.4	Period of Performance
B.5	Acronyms
B.6	Statement of Responsibilities
B.7	Deliverables (D) and Milestones (M)
B.7.8	Place of Delivery
<b>C</b>	<b>ELIGIBILITY INFORMATION</b>
C.1	Eligible Applicants
C.2	Cost Sharing or Matching
<b>D</b>	<b>APPLICATION AND SUBMISSION INFORMATION</b>
D.1	Address to Request Application Package
D.2	Content and Form of Application Submission
D.3	Unique Entity Identifier and System for Award Management (SAM)
D.4	Submission Dates and Times
D.5	Funding Restrictions
D.6	Other Submission Requirements
<b>E</b>	<b>APPLICATION REVIEW INFORMATION</b>
E.1	Criteria
E.2	Review and Selection Process
E.3	System for Award Management Review
E.4	Anticipated Announcement and Federal Award Dates
<b>F</b>	<b>FEDERAL AWARD ADMINISTRATION INFORMATION</b>
F.1	Federal Award Notices
F.2	Administrative and National Policy Requirements
F.3	Reporting
<b>G</b>	<b>FEDERAL AWARING AGENCY CONTACTS</b>
<b>H</b>	<b>OTHER INFORMATION</b>
H.1	Disclosure of Information
H.2	Limited Use of Data
H.3	Payment for Unauthorized Work
H.4	Place of Performance
H.5	Seat Belt Use Policies and Programs
H.6	Protection of Human Subjects
H.7	Disputes
H.8	Termination
H.9	Encouraging Policies to Ban Text Messages while Driving

Notice of Funding Opportunity NHTSA (NOFO) No. 693JJ920R000008  
Title: Prosecutor Support for Impaired Driving

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<b>SECTION</b>	<b>TITLE</b>
H.10	NHTSA Review of Announcements or Publications
H.11	Recertification
H.12	Conflict of Interest
Appendix A	NHTSA General Provisions
Appendix B	Standard Forms and Certifications

**PROGRAM SUMMARY INFORMATION**

**A. FEDERAL AGENCY NAME**

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

**B. FUNDING OPPORTUNITY TITLE**

Prosecutor Support for Impaired Driving

**C. ANNOUNCEMENT TYPE**

Initial Announcement

**D. FUNDING OPPORTUNITY NUMBER**

693JJ920R000008

**E. ASSISTANCE LISTING PROGRAM NUMBER (formerly CFDA)**

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**F. Key Dates**

NOFO Posted Date:	<b>April 14, 2020</b>
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## **MISSION**

The mission of the United States (U.S.) Department of Transportation (DOT) is to serve the U.S. by ensuring a fast, safe, efficient, accessible and convenient transportation system. The Mission of the National Highway Traffic Safety Administration (NHTSA), an operating mode of DOT, is to save lives, prevent injuries and reduce economic costs due to road traffic crashes, through education, research, safety standards and enforcement activity. To accomplish this, NHTSA awards grants to State and local governments, not-for-profit organizations, and other entities in support of motor vehicle and road traffic safety initiatives.

## **SECTION A - PROGRAM DESCRIPTION**

### **A.1 PURPOSE AND OBJECTIVE**

The purpose of the Cooperative Agreement is to assist State prosecutors and traffic safety resource prosecutors (TSRPs) in the prosecution of alcohol and drug impaired driving cases. The Recipient will support State and local prosecutors, TSRPs, State prosecutor coordinators and other criminal justice professionals in the development, evaluation and delivery of training to increase the effectiveness of State, and local prosecutors as well as law enforcement personnel in the prosecution of impaired driving cases in State courts. In addition, the Recipient will also hold a yearly training seminar for the State TSRPs to expand prosecutor knowledge on issues presented in impaired driving cases.

### **A.2 PROGRAM AUTHORITY**

The Cooperative Agreement (also called “Agreement”) between National Highway Traffic Safety Administration, hereinafter referred to as “NHTSA,” and the selected Recipient is authorized pursuant to the Highway Safety Act of 1966, as amended (23 U.S.C. Chapter 4).

### **A.3 BACKGROUND**

NHTSA is responsible for reducing vehicle-related fatalities and injuries on our nation’s highways through education, research, safety standards and enforcement activity. States are responsible for laws regulating individual conduct and behavior within their jurisdictions. This includes the regulation of impaired driving.

The DOT has a long history of development and evaluation of prosecutor training for the prosecution of impaired driving cases. Beginning in 1991, the DOT committed to developing a comprehensive prosecutorial impaired driving program and other highway safety issues to support States and provide prosecutor training. Previous efforts have created five (5) training courses that State prosecutors may use and developed the delivery of the training to States. These training courses include courtroom preparation for law enforcement as law enforcement and prosecutors work closely to reduce drug impaired driving through enforcement and adjudication. NHTSA’s support for prosecutor training development has continued and this Notice of Funding Opportunity (NOFO) provides the opportunity to further develop and evaluate

training that will increase the knowledge and skills of State and local prosecutors involved in impaired driving cases.

Currently, eleven (11) States and Washington, DC have legalized marijuana for recreational use and thirty (30) States have legalized marijuana for medical use. With the inception of legalized marijuana, it is predicted that marijuana will play an increased role in impaired driving, creating an increase in serious injury and fatal crashes. With the potential increase in impaired driving events, NHTSA seeks to improve efforts to counter impaired driving through successful enforcement and prosecution of impaired driving laws. This NOFO supports the development of prosecutorial education to reduce injuries and fatal crashes caused by impaired driving.

**SECTION B - FEDERAL AWARD INFORMATION**

**B.1 AWARDING AGENCY:**

Department of Transportation (DOT)  
National Highway Traffic Safety Administration (NHTSA)

**B.2 FUNDING AND TYPE OF AWARD**

A total of \$1,240,743.00 is available to fund up to one (1) discretionary Cooperative Agreement. NHTSA will only accept one (1) application from each eligible applicant (see Section C.1). Submission of an application is **not** a guarantee of award.

**B.3 TYPE OF APPLICATION**

NHTSA will accept only new applications under this Notice of Funding Opportunity.

**B.4 PERIOD OF PERFORMANCE**

All work required hereunder including preparation, submission, review, and acceptance of the final reports shall be completed within sixty (60) months of the effective date of the Cooperative Agreement. NHTSA currently anticipates the start date for new Federal awards to be in August 2020.

**B.5 ACRONYMS**

The acronyms listed below are used during the performance of this project. If the Recipient is currently using or has used any of the acronyms listed below differently, the Recipient will use the acronym listed below as defined under the Assistance Agreement only.

ACOR (AA)	Alternate Contracting Officer Representative (Assistant Agreement)
BAC	Blood Alcohol Concentration
CO	Contracting Officer
CS	Contract Specialist
COR (AA)	Contacting Officer Representative (Assistance Agreement)
CA	Cooperative Agreement
DOT	Department of Transportation
DWI	Driving While Intoxicated
NAPC	National Association of Prosecutor Attorneys
NHTSA	National Highway Traffic Safety Administration
NTLC	National Traffic Law Center
RCAM	Recipient's Cooperative Agreement Manager
TSRP	Traffic Safety Resource Prosecutors

As used in this NOFO:

**“COR (AA)”** means “Contracting Officer’s Representative (Assistance Agreements.)” This individual is assigned by the Contracting Officer and designated in writing to serve as the government’s liaison with the recipient for technical and administrative matters regarding the Cooperative Agreement.

**“Contracting Officer”** refers to that federal government employee who possesses a warrant authorizing him/her to obligate the government financially. The Contracting Officer is the only individual who is authorized, on behalf of the federal government, to execute the Cooperative Agreement.

**“RCAM”** means the “Recipient’s Cooperative Agreement Manager.” This individual is identified as the Recipient’s liaison with the federal government for technical and administrative matters concerning the Cooperative Agreement.

## **B.6 STATEMENT OF RESPONSIBILITIES**

### **A. Under the Cooperative Agreement NHTSA will:**

1. Designate a professionally qualified staff member, designated as the Contracting Officer's Representative (COR) (AA), to provide liaison and coordination between the Recipient and NHTSA;
2. Provide all essential background information and technical assistance from government sources, available resources as determined appropriate by the COR;
3. Provide liaison with NHTSA Regional offices staff and others (Federal, State, and local), interested in reducing impaired driving injuries and fatalities and advancing activities of the Recipient.
4. Maintain on-going contact with the Recipient regarding conduct of the Cooperative Agreement Project;
5. Review and provide feedback on materials and planned activities produced under the Cooperative Agreement Project;
6. 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.

### **B. Under the Cooperative Agreement, the Recipient shall meet the following conditions:**

1. Carry out the project as described in the Recipient’s technical proposal and detailed final work plan, as coordinated with the COR(AA);

2. Advise the COR (AA) of any problems or issues involved in the implementation or progress of the Cooperative Agreement;
3. Adhere to the procedures or objectives specified in the Cooperative Agreement unless logical and feasible deviations are submitted to the COR (AA) and approved in writing by the Contracting Officer (CO); and
4. For the period of performance set forth in *B.3, "Period of Performance,"* furnish personnel, equipment, and facilities and otherwise perform all things necessary to complete the work required to accomplish the Cooperative Agreement's objective as specified.

### **C. Conditions for the Cooperative Agreement**

Under the Agreement, the Recipient will meet the following conditions:

#### **Condition 1: Conduct Kick-Off Meeting**

Within one (1) month of Agreement award, the Recipient will meet with NHTSA's Contracting Officer (CO), NHTSA's COR (AA), and other interested NHTSA personnel either in Washington, D.C. at NHTSA Headquarters or via teleconference to discuss: 1) the administration of the Agreement; 2) the Agreement's objectives, planned course of action, schedule, milestones and deliverables; and 3) to review the work plan for the project.

During the kick-off meeting, the Recipient will first conduct a short briefing describing the Recipient's planned approach to support this Project. After the Recipient's prepared briefing, the Recipient, COR (AA), CO and other NHTSA personnel will discuss specific details of the project to resolve any differences in approach and/or expected goals.

#### **Condition 2: Work Plan**

Within two (2) months of award, the Recipient will submit a final work plan that may be based off the work plan provided in the Recipient's proposal and that reflects discussion and agreements reached during the initial meeting with the NHTSA personnel at the Kick-off meeting. The work plan shall include a description of all project tasks and how they shall be conducted and include a complete list of project milestones and deliverables noted within the SOW and the Project Briefing. Within two (2) weeks of receipt, the COR (AA) will provide comments for consideration. The Recipient will provide an updated Work Plan within two (2) weeks of receipt of the revised Work Plan containing the COR (AA) comments.

#### **Condition 3: Prosecutor and Law Enforcement Education for TSRPs**

The Recipient will design, deliver, and evaluate impaired driving training curriculum (i.e., Cops in Court, Lethal Weapon, Prosecuting the Drugged Driver) for State Prosecutors, TSRPs and law enforcement officers.

The Recipient should coordinate with State TSRPs to provide training on impaired driving prosecution as identified by prosecutors.

Any training provided by a State TSRP should be recorded by the Recipient. The Recipient will provide a training report that contains the topic, date, location, number trained, and agency trained within one (1) month of the conclusion of each training to the COR (AA).

**Condition 4: Highway Safety Committee**

The Recipient will establish a Highway Safety Committee to discuss impaired driving trends and current issues. The committee meetings will take place twice a year and will be pre-determined, to minimize meeting costs. This does not preclude the committee from meeting more often through conference calls set up by the Recipient. This committee will play a role in planning the future education of TSRPs and prosecutors.

**Condition 5: Present at Highway Safety Meetings and/or Conferences**

The Recipient will coordinate and support requests for TSRPs to conduct training or present at highway safety meetings and conferences (e.g., Lifesavers conference, NAPC conference, IACP meetings and conferences). All requests will be forwarded to the COR (AA) for review and the COR (AA) will provide feedback on the training request. All travel will be reviewed by the COR (AA) prior to the event.

**Condition 6: Participate in the National Defense Expert Witness Catalog and Database**

The Recipient will work with the National District Attorney Association (NDAA)'s National Traffic Law Center (NTLC), to maintain and strengthen the National Defense Expert Witness catalog. The Recipient will support up to six (6) TSRPs to attend two (2) working meetings per year to update the current catalog.

**Condition 7: Conduct an Annual TSRP Training Meeting**

The Recipient will organize and hold an Annual TSRP training meeting. The training meeting will be held once per year for the period of performance of the Agreement. The purpose of the training is to enhance the skills and experience of the TSRPs to successfully prosecute impaired driving cases. The Recipient will work with the TSRPs to select a location, date, and to set the meeting agenda. The meeting shall be held in a different location each year to reduce travel times for those TSRP's attending (i.e., east coast, Midwest, west coast, etc.). All travel shall be in accordance with Federal Travel regulations.

**Condition 8: Provide a Webinar Service**

The Recipient will develop and conduct webinar services to be used for State and National training on impaired driving prosecution. This will occur twelve (12) times each year during the performance period of the agreement. Topics for the webinar will be coordinated with the COR (AA) prior to the webinar being aired.

**Condition 9: Develop and Support a Mentor Program for New TSRPs**

The Recipient will provide a mentor program for new TSRPs. The mentor program will provide orientation training for newly hired State TSRPs. The training will include, at a minimum, discussions of the resources available to TSRPs, contact information for all TSRPs, potential funding sources available to TSRPs and identification of a mentor for the new TSRP. The recipient should hold approximately five (5) orientation trainings annually for each year of the period of performance of the agreement.

**Condition 10: Conduct an Annual Traffic Safety Report of Sub-Recipient Activities**

The Recipient will conduct an annual activities report containing the training provided by TSRPs during the year. This activities report will quantify all the training provided under the agreement for the year; including where the training was held, number of participants, costs/budget, title/subject matter of the training, summary of any participant feedback, an evaluation of the effectiveness of each training, lessons learned, and other relevant information that will help the Recipient focus training on issues relevant to State and local prosecutors and law enforcement. The activities report will occur one (1) time each year during the performance period. The Recipient will provide an activity report to the COR (AA) no later than one (1) month from the end of each performance year.

**Condition 11: Evaluation**

The Recipient will evaluate the effectiveness of each demonstration activity it develops and implements. The evaluation at a minimum will include a description of the activity and if in print form (e.g., curriculum, guidance, report, etc.) a copy, participant evaluations of the activity/document, results of any pre-and post-tests, the number and type of participant (e.g., probation officer, community supervision manager, judge, prosecutor, law enforcement officer, etc.). The evaluation should include any data that the Recipient relied upon to evaluate the effectiveness of each activity.

**Condition 12: Final Briefing**

The Recipient will participate in a final briefing in Washington, DC no later than thirty (30) days prior to the end of the period of performance of this agreement. The final briefing will discuss project deliverables, challenges and issues encountered, and effectiveness of the activities conducted under this agreement. In preparation for this meeting, the Recipient will prepare a presentation that summarizes their work and

accomplishments during the performance period. The final briefing shall last no longer than sixty (60) minutes.

**B.7 DELIVERABLES (D) AND MILESTONES (M)**

The deliverables and milestones shall be established and defined within the Cooperative Agreement issued under the authority listed within Section A.2 of this NOFO.

The deliverable schedule and descriptions are provided below. With final deliverables, the Recipient will provide a table detailing how each Government comment was addressed. Deliverables must be in electronic format and printable, with the exception of those required in hard copy.

Item #	Condition	Milestone (M)/Deliverable (D)	Due Date
1	1	Kick-Off Meeting (M)	Within 1 month of award
2	2	Submit Work Plan to COR (AA) (D)	Within 2 months of award
3	2	COR Reviews and Provides Feedback on Work Plan (M)	Within 2 weeks of receipt
4	2	Submit Final Work Plan (D)	Within 2 weeks of receipt
5	3	TSRP and Prosecutor Training (D)	Annually
6	3	Submit Training Report (D)	Within 1 month of completion of training
7	3	Assist State Prosecutors with Highway Safety Training (M)	Ongoing
9	4	Select and Coordinate a Highway Safety Committee (M)	Annually
10	5	Present at Highway Safety Meetings and/or Conferences (M)	Ongoing
11	6	Maintain and Enhance a National Defense Expert Witness Catalog and Database (M)	Semi Annual
12	7	TSRP Annual Training/Meeting (M)	Annually
13	8	Provide a Webinar Service (M)	Annually
14	9	Mentor Program for New TSRPs (M)	Annually
15	10	Submit TSRP annual activities report (D)	Within 1 month from the end of the performance period
16	10	Submit Annual Evaluation Report (D)	Within 1 month from the end of the performance period

Notice of Funding Opportunity NHTSA (NOFO) No. 693JJ920R000008  
 Title: Prosecutor Support for Impaired Driving

Item #	Condition	Milestone (M)/Deliverable (D)	Due Date
17	F.3.2	Submit draft Final Report (D)	Within 58 months of award
18	F.3.2	COR Reviews and Provides Feedback on Final report (M)	Within 1 month of receipt
19	12	Final Briefing (M)	No later than 30 days before the end of the period of performance
20	F.3.1	Quarterly Progress Reports (D)	15th of the month following the end of the quarter.
21	F.3.2	Submit Final Report (D)	Within 15 days of receipt
22	F.3.3	Submit Federal Financial Report (SF425) (D)	Annually by October 1

**B.7 PLACE OF DELIVERY**

All deliverables of items shall be delivered to the following addresses in the numbers of copies specified below:

Item no.	Address
2, 4, 5, 6, 15, 16, 17, 20, 21, & 22	<b>Department of Transportation</b> National Highway Traffic Safety Administration 1200 New Jersey Avenue, SE, NPD-110 Washington, DC 20590 Room: <b>TBD</b> Attn: <b>TBD</b> Email Address: <b>TBD</b> Telephone Number: <b>TBD</b>
20 & 22	<b>Department of Transportation</b> National Highway Traffic Safety Administration Office of Acquisition Management NFO-300, W44-127 1200 New Jersey Avenue, SE Washington, DC 20590 Attn: <b>David Larson</b> Email: <a href="mailto:David.Larson@dot.gov">David.Larson@dot.gov</a> Telephone: <b>202-366-4843</b>

## **SECTION C - ELIGIBILITY INFORMATION**

### **C.1 ELIGIBLE APPLICANTS**

This NOFO is limited to organizations that demonstrate that they have the infrastructure in place, as well as the necessary staff and support to carry out the responsibilities of administering, coordinating, and implementing the conditions of this NOFO. Only organizations capable of fulfilling the criteria listed within this NOFO will be considered for an award.

To be eligible to participate in the Cooperative Agreement, applicants shall meet the following requirements:

- Have an expert staff that understands the role of the prosecutor and has first-hand knowledge of the challenges prosecutors face in trying impaired driving and other traffic related cases;
- Have a membership or participants who are primarily prosecutors;
- Have experience providing technical assistance to prosecutors across the nation;
- Have the capacity to provide assistance to prosecutors and law enforcement during normal work hours, Monday through Friday in the eastern, central, mountain and pacific time zones;
- Have extensive experience in developing and providing educational curriculum to judges; and
- Know and understand the impaired driving laws, challenges, and limitations in each State and nationwide.

**Interested applicants are advised that no fee or profit will be allowed.**

### **C.2 COST SHARING OR MATCHING**

Cost-sharing or matching is not required under this NOFO. While not mandatory, applicants are encouraged to seek funds from other Federal, State, local, and private sources to augment those Federal funds available under this NOFO. Preference may be given to applicants with cost sharing or in-kind contributions identified in their applications/proposals.

## **SECTION D - APPLICATION AND SUBMISSION INFORMATION**

### **D.1 ADDRESS TO REQUEST APPLICATION PACKAGE**

A copy of this NOFO, including all application forms, can be received by submitting an email request to [NHTSAOAM@dot.gov](mailto:NHTSAOAM@dot.gov) using the following information:

- Keyword(s): **Prosecutor Support for Impaired Driving**
- Opportunity Number: **693JJ920R000008**
- CFDA Number: **20.614**

If obtaining an electronic copy of the NOFO is not accessible, paper copies of materials may be requested by mail to the following address:

National Highway Traffic Safety Administration (NHTSA)  
Office of Acquisition Management (NFO-300)  
Attn: David Larson  
1200 New Jersey Avenue, S.E., W53-411  
Washington, DC 20590

### **D.2 CONTENT AND FORM OF APPLICATION SUBMISSION**

Each application package must include the following required documents:

- The application shall not exceed **twenty (20) pages** (not including resumes or appendices). The application must be in English.
- If submitting the application in hardcopy or digital storage media format: OMB Standard Form (SF) 424 (including 424 “Application for Federal Assistance,” 424A “Budget Information for Non-Construction Programs,” and 424B “Assurances for Non-Construction Programs”), with the required information filled in and certified assurances signed. These forms can be accessed by going to <https://www.grants.gov/web/grants/forms/forms-repository.html>. These forms are available in Appendix B.
- Certification Regarding Debarment, Suspension, And Other Responsibility Matters--primary Covered Transactions (49 CFR Part 29 - Appendix A); Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions (49 CFR Part 29 - Appendix B); and Certification Regarding Drug-free Workplace Requirements (49 CFR Part 29 - Appendix C). These forms are available in Appendix B.
- SFLLL: Disclosure of Lobbying Activities. This form can be accessed by going to <https://www.gsa.gov/forms-library/disclosure-lobbying-activities>.

- The applicant must provide a detailed breakdown of the proposed costs, as well as any in-kind costs, by year. This cost breakdown shall not only identify cost categories but shall also identify specific sub-categories (and associated costs). For example, Labor Costs should include labor categories, associated levels of effort, and rates; Direct Materials costs including itemized equipment and supplies costs; Travel and transportation costs, including projected trips and number of people traveling; Subcontractor/ Sub-recipient costs with similar detail, if known; and overhead. The applicant must also justify each proposed cost by explaining how each cost was calculated and determined to be fair and reasonable. Finally, the applicant should also include copies of any supporting documentation it may have (i.e. indirect cost rate agreements, etc.) as part of the budget package.
- Non-Federal funding sources 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. All other factors being equal, 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.
- Consistent with the Department's R.O.U.T.E.S. Initiative (<https://www.transportation.gov/rural>), the Department encourages applicants to describe how activities proposed in their application would address the unique challenges facing rural transportation networks, regardless of the geographic location of those activities.
- Applicants should state whether the project is located in a Qualified Opportunity Zone designated pursuant to 26 U.S.C. § 1400Z-1.
- Technical Application: The application/proposal shall fully describe the scope of the project, providing a project plan detailing the activities and costs for which funding is being requested. ***The technical application shall be separated from the cost application – no cost information shall be included or referenced in the technical application.*** Also, applications for this program must include the following information in the program narrative statement:
  - A table of contents including page number references.
  - A description of the project or program's goal and how the applicant plans to meet the goal. The applicant must be specific with respect to the particular approach being addressed and how it will be implemented.
  - A description of the specific activities proposed by the applicant.
  - Demonstrated capability of technical and management skills to successfully conduct similar projects. The applicant shall demonstrate that such past programs have resulted in timely, adequate and complete projects. The applicant should also include a narrative description of documented

experience, clearly indicating the relationship of past programs to this project and provide details such as project description and sponsoring agency. References to completed final project reports shall include the author's name (and contact information if available).

- 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 role and responsibilities of the applicant 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.
- The applicant must furnish an organizational chart, staffing plan, and résumés of each proposed staff member.
- A detailed explanation of time schedules, milestones, and product deliverables, including quarterly reports and draft and final reports.
- **Commitment and Support:** When other sources and organizations are required to complete the proposed effort, the applicant shall provide proof of their commitment to the agreement effort. Such proof can be a letter of support or buy-in indicating what the organization will provide to the applicant.
- **Additional Cost Information**
  - The Government reserves the right to request, at any time after the receipt of applications and before award, additional cost or price information necessary to perform an analysis. Regular invoicing (monthly or quarterly) is required. Irregular invoicing could result in a reduction of available funding for subsequent years.
  - Given that an award may be made without negotiations and without any discussion, each Applicant shall document and support the proposed costs so thoroughly that no additional information is needed by NHTSA.
  - Applicants shall ensure that all proposed costs, including non-federal contributions and contributions from other federal sources, are reasonable, allowable, and allocable according to the cost principles stated in 2 CFR Parts 200 and 1201.
- **CERTIFICATION INFORMATION:** The Applicant shall provide with its application signed certification forms covering the requirements in 49 CFR Part 20, U.S. Department of Transportation New Restrictions on Lobbying. This form is available in Appendix B.

### **D.3 UNIQUE ENTITY IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM)**

Each applicant is required to:

- Be registered in SAM before submitting its application;
- Provide a valid unique entity identifier in its application (e.g., DUNS Number); and
- Continue to maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by NHTSA.

NHTSA may not make an award to an applicant until the applicant has complied with all applicable DUNS and SAM requirements. If an applicant has not fully complied with the requirements by the time NHTSA is ready to make an award, NHTSA may determine that the applicant is not qualified to receive an award and use that determination as a basis for making an award to another applicant. **NHTSA will review an applicant's registration status to make a responsibility determination and to ensure that the applicant is responsible, current on all federal taxes, and is not on the list of parties excluded from federal awards.**

### **D.4 SUBMISSION DATES AND TIMES**

#### **Application Due Date and Time**

Applications must be submitted no later than **2:00 PM Eastern Time, May 14, 2020**

Only complete packages received on or before the published due date will be considered. Applications received after the due date will not be evaluated for consideration. Facsimile submission of proposals will not be accepted. **NHTSA will only accept one (1) application from each applicant.** NHTSA will provide acknowledgments of receipt of applications via email.

#### **Questions Due Date and Time**

General administrative and programmatic questions must be directed to David Larson, Contract Specialist, at [NHTSAOAM@dot.gov](mailto:NHTSAOAM@dot.gov) with a copy to [David.Larson@dot.gov](mailto:David.Larson@dot.gov). To allow for sufficient time to address questions appropriately, all questions must be submitted via email no later than **2:00 PM Eastern Time on April 23, 2020.**

### **D.5 FUNDING RESTRICTIONS**

Funds awarded under this Agreement cannot be used for any activity intended to or designed to lobby Congress or a State legislative body, or to urge a U.S., State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body.

- All NHTSA awards are subject to the terms and conditions in the agreement or cooperative agreement and cost principles in 2 CFR Parts 200 and 1201.
- NHTSA will not reimburse applicants for pre-award costs.

#### **D.6 OTHER SUBMISSION REQUIREMENTS**

Each application should include:

- The NHTSA NOFO Number: **693JJ920R000008**.

Application Submission:

Applications must be submitted to the attention of David Larson, Contract Specialist, via email at [NHTSAOAM@dot.gov](mailto:NHTSAOAM@dot.gov) with a copy to [David.Larson@dot.gov](mailto:David.Larson@dot.gov), no later than **2:00 PM Eastern Time, on May 14, 2020**.

*Or*

If submitting applications in hard-copy or digital storage media (preferred) format, the applicant shall submit two (2) copies of its application to the following address by no later than **2:00 PM Eastern Time, on May 14, 2020**.

National Highway Traffic Safety Administration (NHTSA)  
Office of Acquisition Management (NFO-300)  
Attn: David Larson (W53-411)  
1200 New Jersey Avenue, S.E., W44-127  
Washington, DC 20590

**Important:** The timely submission of application packages is the **sole responsibility of the applicant**. All prospective applicants are cautioned that, due to increased security concerns, documents transmitted via U.S. Mail can be delayed for several weeks. NHTSA recommends that when transmitting hardcopy or digital storage media applications methods other than U.S. Mail be used (i.e. Federal Express delivery, UPS).

## **SECTION E - APPLICATION REVIEW INFORMATION**

### **E.1 CRITERIA**

NHTSA will evaluate the applications using the evaluation criteria below to score and select competing applications. Evaluation Factors 1 through 3 will be weighted, with Factor 1 being weighted the most, and Factor 3 being weighted the least. Evaluation Factor 4 will be evaluated but not scored.

Submission of an application is not a guarantee of award. NHTSA may, at its discretion, enter an agreement based on an application in its entirety, award only portions of an application, or not make an award.

For each factor, the agency will determine whether the applicant has provided an acceptable explanation of its qualifications.

#### **a. EVALUATION FACTOR 1: Technical Approach, Work Plan and Timeline**

- The clarity in describing how the applicant intends to achieve the milestones and deliverables outlined in the request for proposal, including a proposed timeline.
- The extent to which the applicant's goals are clearly articulated and the objectives are specific, measurable, achievable, relevant, and time-based.
- The degree to which the applicant has identified potential barriers to the project and provided plans for mitigating or eradicating those barriers.

#### **b. EVALUATION FACTOR 2: Past Project Experience and Performance**

- This factor evaluates the quality of the applicant's past performance in terms of scheduling, quality of products, and customer service.
- The degree that the applicant describes their past experience and technical capability managing judicial education programs and projects.
- The application must clearly discuss past projects and how these projects relate to this project's objectives. The applicant should provide information on projects conducted within the last three (3) years that are similar to the goals and objectives of this effort, the project's purpose, the outcomes and results, any unusual circumstance faced during the project, and how the applicant addressed those circumstances.
- For applicants that have previously received federal funding, the extent to which the applicant has a good record of financial responsibility and accountability as it relates to the use of federal funding, and a demonstrated history of compliance with regulations that apply to federal assistance agreements.
- Previous projects will be evaluated based on planned activities versus actual accomplishments. Quality customer service is essential. Timeliness and quality of deliverables of past projects, professional interaction in response to the Government's requests for more complete products, and how these factors may impact the applicant's ability to successfully meet the objectives of this project, will be considered. Therefore, the applicant should submit a sample of how a project

progressed according to the milestones and deliverables in approved work plans. The applicant's timeliness in submitting deliverables including monthly/quarterly reports will be reviewed.

- For applicants that have previously received federal funding, the applicant's satisfactory history of Grantor/Recipient relationships, as demonstrated by on-time completion of past efforts, and reports indicating a high level of satisfaction from government agencies and other organizations.

**c. EVALUATION FACTOR 3: Qualifications of Project Personnel and Experience**

- The extent to which the proposed personnel have clearly described roles, appropriately assigned positions, and the proper level of experience to carry out the conditions.
- The extent to which the applicant has demonstrated their ability to provide leadership, technical assistance and the resources to accomplish the milestones and deliverables of his project.

**d. EVALUATION FACTOR 4: Cost/Budget Evaluation**

The Applicant's proposed budget will be evaluated for accuracy and feasibility, based on the provisions of 2 CFR Parts 200 and 1201.

For equally acceptable applications, preference may be given to those that have proposed cost-sharing strategies and/or other proposed funding sources in addition to those in this NOFO.

Consistent with the Department's R.O.U.T.E.S. Initiative (<https://www.transportation.gov/rural>), the Department recognizes that rural transportation networks face unique challenges. To the extent that those challenges are reflected in the merit criteria listed in this section, the Department will consider how the activities proposed in the application will address those challenges, regardless of the geographic location of those activities.

## **E.2 REVIEW AND SELECTION PROCESS**

Each application package will be reviewed initially to confirm that the applicant meets the eligibility requirements as set forth in Section C.1, Eligible Applicants, and has included all of the items specified in Section D.2, Content and Form of Application Submission. A Technical Evaluation Committee (TEC) will then review each completed application that meets the eligibility requirements and provide recommendations for award.

The applicant's application, the TEC will rate the application using the following rating definitions:

<b>Rating Definitions</b>
<b>Outstanding</b> – The application demonstrates a professionally superior approach for accomplishing program objectives. The application is fully responsive to every aspect of the NOFO, within most or all areas covered by the announcement. The application demonstrated a large capability for excellent or highly productive results.
<b>Good</b> – The application demonstrates a comprehensive and fully acceptable; excellent approach for accomplishing program objectives. The application is fully responsive to every aspect of the NOFO, with capability for excellent or productive results in one or more major areas covered by the announcement.
<b>Acceptable</b> – The application meets minimum requirements of the NOFO; is responsive to all major aspects of NOFO; and is capable of achieving desired program objectives.
<b>Unacceptable</b> – The application demonstrates an incomprehensible or unacceptable approach, methods, organization, or capabilities; provided little to no detail as to how the program would be accomplished. The application is not capable of being evaluated.

### **E.3 SYSTEM FOR ACQUISITION MANAGEMENT REVIEW**

NHTSA will review and consider any information about the applicant that is in the designated integrity and performance system accessible through the System for Acquisition Management (SAM), currently FAPIIS.

Each applicant may review information in the SAM and provide comment in its application about itself that a Federal awarding agency previously entered and is currently in SAM.

NHTSA will consider any comment submitted by the applicant, in addition to the other information in SAM when determining the applicant's integrity, business ethics, and record of performance under Federal awards when completing the review under section D.3, Unique Entity Identifier and System for Award Management (SAM).

### **E.4 ANTICIPATED ANNOUNCEMENT AND FEDERAL AWARD DATES**

It is anticipated that an award will be made in August 2020. HOWEVER, SUBMISSION OF AN APPLICATION DOES NOT GUARANTEE AN AWARD WILL BE MADE.

## **SECTION F - FEDERAL AWARD ADMINISTRATION INFORMATION**

### **F.1 FEDERAL AWARD NOTICES**

The NHTSA Contracting Officer will enter an agreement with responsible and eligible applicants whose applications are judged most meritorious under the procedures set forth in this NOFO. All funds provided by NHTSA must be expended solely for the purpose for which the funds are awarded in accordance with the approved application and budget, the Uniform Administration Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Parts 1200 and 1201), and the NHTSA General Provisions for Assistance Agreements, as provided in Appendix A.

The Cooperative Agreement award will provide pertinent instructions and information including, at a minimum, the following:

- General Federal Award Information:
  - Recipient name;
  - Recipient's unique entity identifier;
  - Unique Federal Award Identification Number (FAIN) assigned by NHTSA;
  - Federal Award Date;
  - Period of Performance Start and End Date;
  - Amount of Federal Funds Obligated by this action;
  - Total Amount of Federal Funds Obligated;
  - Total Amount of the Award;
  - Budget Approved by NHTSA;
  - Total Approved Cost Sharing or Matching, where applicable;
  - Project description;
  - Agency name and contact information for awarding official;
  - Assistance Listing Program Number (formerly CFDA) and Name;
  - Identification of whether the award is R&D; and
  - Indirect cost rate for the agreement.
- General Terms and Conditions as applicable including:
  - Administrative Requirements;
  - National Policy Requirements; and
  - Recipient integrity and performance matters.
- NHTSA General Provisions for Assistance Agreements
- Performance Goals

## **F.2 ADMINISTRATIVE AND NATIONAL POLICY REQUIREMENTS**

1. This Assistance Agreement shall be subject, as applicable, to the administrative requirements contained in the following regulation which is incorporated by reference, with the same force and effect as if it was given in full text:

a. Uniform Administration Requirements, Cost Principles and Audit Requirements for Federal Awards (2CFR Parts 1200 and 1201); and

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

2. The Recipient will acknowledge in writing that no funds provided under the Assistance Agreement will be used for lobbying activities as defined in 2 CFR § 200.450.

3. The General Provisions for Assistance Agreements, as provided in Appendix A, shall be applicable to this Assistance Agreement.

4. The Recipient will have procedures in place to respond to an unauthorized disclosure or breach of a consumer's personally identifying information (PII). The Assistance Agreement Recipient will notify NHTSA within seven (7) days of an incident involving the unauthorized disclosure or breach of PII. In the event of an unauthorized disclosure or breach, the Assistance Agreement Recipient shall cooperate and exchange information with NHTSA, as needed, to properly escalate, refer, and respond to the incident.

## **F.3 REPORTING**

The following reporting requirements will be required under this program. All reports will be submitted electronically, unless otherwise requested by NHTSA.

### **F.3.1 Quarterly Reports**

The Recipient will submit quarterly reports to the COR (AA) on the 15<sup>th</sup> of each month of each quarter beginning three (3) months after Agreement award. The quarterly report will provide a summary of the previous quarter's activities and accomplishments as well as the proposed activities for the upcoming quarter. At a minimum, each report will include the following:

- Specifics regarding the technical assistance that was provided to prosecutors and other members of the criminal justice and traffic safety communities, including how many times assistance was requested and the nature of the requests;
- Information about any new topics that were of interest to the prosecutors who requested assistance during the quarter, so the Recipient may be better able to identify emerging issues;
- The number of website views or other indicator of prosecutor interest in the materials and information provided by the Recipient electronically on its public

website(s).

- Plans for accomplishments in the next reporting period;
- Problems or delays that the Recipient has experienced in the conduct of this agreement and suggestions to overcome the problems or delays;
- Specific action the Recipient would like NHTSA to undertake to alleviate any issues or problems;
- Preliminary or interim results, conclusions, trends, or other items of information that the Recipient believes are of timely interest to NHTSA.
- Planned travel for the upcoming quarter; and
- A detailed accounting of the activities from the previous quarter, including travel.

*Note: The Recipient will be permitted to submit an invoice for reimbursement each month, provided that the invoice includes the justification for each invoiced item for the period of time.*

### **F.3.2 Annual Report**

Within twelve (12) months of the Cooperative Agreement award, the Recipient will submit a draft annual report to the COR (AA). At a minimum, the annual report will include a narrative description of the following items:

- Summary of activities, milestones, and deliverables accomplished;
- Description of activities conducted and any notable feedback; and
- Summary of results, trends, conclusions, and other items of information that the Recipient believes is critical to the results of the project.
- The Recipient will conduct an evaluation that measures the effectiveness of the activities of the agreement, including lessons learned, proposed improvements, challenges to the activities and should include any data that the Recipient believes supports the evaluation. Data may be comparative data of prosecutions from jurisdictions where the training occurred.

Within one (1) month after receipt, the COR (AA) will review the annual report for adequacy and provide comments to the Recipient for consideration. Within fifteen (15) days of receipt of the COR (AA)'s comments, the Recipient will provide an annual report presenting a detailed explanation of the results and outcomes accomplished for all the tasks identified and outline in Specific Requirements and Tasks.

### **F.3.3 Final Report**

Within fifty-eight (58) months of Cooperative Agreement award, the Recipient will submit a draft final report to the COR (AA). At a minimum, the final report will include a narrative description of the following items:

- Summary of activities, milestones, and deliverables accomplished;
- Description of activities conducted and any notable feedback; and

- Summary of results, trends, conclusions, and other items of information that the Recipient believes is critical to the results of the project.
- The Recipient should include a final evaluation that measures the effectiveness of the activities of the agreement, including lessons learned, proposed improvements, challenges to the activities and should include any data that the Recipient believes supports the evaluation. Data may be comparative data of prosecutions from jurisdictions where the training occurred.

Within one (1) month after receipt, the COR (AA) will review the final report for adequacy and provide comments to the Recipient for consideration. Within fifteen (15) days of receipt of the COR (AA)'s comments, the Recipient will provide a final report presenting a detailed explanation of the results and outcomes accomplished for all the tasks identified and outline in Specific Requirements and Tasks.

#### **F.3.4 Financial Status Reports**

The Recipient will agree to prepare and submit federal financial reports (SF-425) to the NHTSA CAPM and the Contracting Officer (CO), annually, by October 1 of each year, to document the status of funds.

**SECTION G – FEDERAL AWARDING AGENCY CONTACTS**

**Primary NOFO Point of Contact**

David Larson, Contract Specialist

Phone: (202) 366-4769

Email: [NHTSAOAM@dot.gov](mailto:NHTSAOAM@dot.gov) with a copy to [David.Larson@dot.gov](mailto:David.Larson@dot.gov)

**Secondary NOFO Point of Contact**

Sherese Gray, Contracting Officer

Phone: (202) 366-3998

Email: [NHTSAOAM@dot.gov](mailto:NHTSAOAM@dot.gov) with a copy to [Sherese.Gray@dot.gov](mailto:Sherese.Gray@dot.gov)

## **SECTION H – OTHER INFORMATION**

### **H.1 DISCLOSURE OF INFORMATION**

Information made available to the Recipient or employee(s) of the Recipient by the Government for the performance or administration of this effort shall be used only for those purposes and shall not be used in any other way without NHTSA's express written approval.

The Recipient will assume responsibility for protecting the confidentiality of Government records, which are not public information. Each contractor or employee of the Recipient to whom information may be made available or disclosed shall be notified in writing by the Recipient that such information may be disclosed only for a purpose and to the extent authorized herein.

### **H.2 LIMITED USE OF DATA**

Performance of this effort may require the Recipient to access and use data and information proprietary to a Government agency or Government contractor that is of such a nature that its dissemination or use, other than in performance of this effort, would be averse to the interests of the Government or others.

The Recipient and employee(s) of the Recipient will not divulge, or release data or information developed or obtained in performance of this effort, until made public by the Government, except to authorize Government personnel or upon the written approval of NHTSA. The Recipient shall not use, disclose, or reproduce proprietary data that bears a restrictive legend, other than as required in the performance of this effort. Nothing herein shall preclude the use of any data independently acquired by the Recipient without such limitations or prohibit an agreement at no cost to the Government between the Recipient and the data owner which provides for greater rights to the Recipient.

### **H.3 PAYMENT FOR UNAUTHORIZED WORK**

No payments will be made for any unauthorized supplies or services or for any unauthorized changes to the work specified herein. This includes any services performed by the Recipient of their own volition or at the request of an individual other than a duly appointed Contracting Officer. Only a duly appointed Contracting Officer is authorized to change the specifications, terms, and conditions under this effort.

### **H.4 PLACE OF PERFORMANCE**

**TBD**

### **H.5 SEAT BELT USE POLICIES AND PROGRAMS**

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Recipient is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information on how to implement such a program, or statistics on the potential benefits and cost-savings to your company or organization, please visit the *Buckle Up America* section on NHTSA's website at [www.nhtsa.dot.gov](http://www.nhtsa.dot.gov). Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in the Washington, D.C. metropolitan area, and dedicated to improving the traffic safety practices of employers and employees. NETS are prepared to help with technical assistance, a simple, user-friendly program kit, and an award for achieving the President's goal of 90 percent seat belt use. NETS can be contacted at 1 (888) 221-0045 or visit its website at [www.trafficsafety.org](http://www.trafficsafety.org) Protection of Human Subjects

## **H.6 PROTECTION OF HUMAN SUBJECTS**

The Recipient will comply fully with 49 C.F.R. Part 11, DOT's regulation governing Protection of Human Subjects, and with NHTSA Order 700-5, which sets forth the Agency's policies and procedures for the protection of human subjects participating in research supported directly or indirectly by NHTSA, including through contracts, grants and cooperative agreements.

The Recipient will obtain prior written authorization from NHTSA for all consent and release forms to be presented to human subjects participating in NHTSA conducted or funded research, including but not limited to informed consent and media releases.

## **H.7 DISPUTES**

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

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

Failing resolution by mutual agreement, the aggrieved party shall document the dispute by notifying the other party in writing of the relevant facts identify unresolved issues and specify the clarification or remedy sought. Within five working days after providing written notice to the other party, the aggrieved party may, in writing, request a decision from the Contracting Officer. The other party shall submit a written position on the matters in dispute within thirty (30) calendar days after being notified that a decision has been requested. The Contracting Officer

shall conduct a review of the matters in dispute and may render a decision in writing within thirty (30) calendar days of receipt of such written position. Any decision of the Contracting Officer is final and binding unless a party shall, within thirty (30) calendar days, request further review as provided below.

The dispute shall be further reviewed, upon the Recipient's written request to NHTSA, Director, Office of Acquisition Management, or designee, made within thirty (30) calendar days after the Contracting Officer's written decision or upon unavailability of a decision within the stated time frame under the preceding paragraph, the dispute shall be further reviewed. The NHTSA Director of the Office of Acquisition Management, or designee, shall conduct the review. Following the review, the NHTSA Director of the Office of Acquisition Management, or designee, will resolve the issues and notify the parties in writing. Such resolution is not subject to further administrative review and to the extent permitted by law, shall be final and binding. Nothing in this Agreement is intended to prevent the parties from pursuing disputes in a U.S. Federal Court of competent jurisdiction.

## **H.8 TERMINATION**

The Government may terminate the agreement in whole or in part, upon providing written notification to the Recipient, if the Contracting Officer determines that a termination is in the Government's best interest or the Recipient defaults in performing the work and fails to cure the default within the time specified in writing by the Contracting Officer. The Recipient must deliver acceptable reports on work accomplished as part of any such termination.

The Parties shall negotiate in good faith an equitable adjustment for work performed toward the accomplishment of the Cooperative Agreement, at the time of termination. Failure of the parties to agree on an equitable adjustment will be resolved pursuant to the Disputes provision of the Cooperative Agreement.

## **H.9 ENCOURAGING POLICIES TO BAN TEXT MESSAGING WHILE DRIVING**

1. As used in the Agreement; "Driving" –
  - a. Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign or otherwise
  - b. Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

"Text messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, emailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term

does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

2. The Recipient is encouraged to –
  - a. Adopt and enforce policies that ban text messaging while driving –
    - 1) Recipient-owned or rented vehicles or government-owned vehicles; or
    - 2) Privately-owned vehicles when on performing under the Cooperative agreement.
  - b. Conduct initiatives in a manner commensurate with size of the Recipient, such as –
    - 1) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    - 2) Education, awareness, and other outreach to employees about the safety risks associated while texting while driving.

## **H.10 NHTSA REVIEW OF ANNOUNCEMENTS OR PUBLICATIONS**

The Recipient agrees that neither the Recipient, nor any Sub-Recipient, shall make public releases of information or any matter pertaining to this NOFO and the Cooperative Agreement, including, but not limited to, advertising in any medium, or presentation before technical, scientific, or industry groups, without the prior written approval of the Contracting Officer. The provisions of this clause shall survive the expiration of the NOFO and Cooperative Agreement. The provisions of this clause shall be included in all sub-grants at any tier.

## **H.11 RECERTIFICATION**

NHTSA, on an annual basis, will recertify whether the Cooperative Agreement is still in the best interest of the Government. During the recertification process, NHTSA will determine: 1) If the Cooperative Agreement is stimulating the public purpose for which the agreement is intended; 2) Through market research if other organizations can provide the same or higher levels of stimulation; and, 3) If NHTSA can still provide the financial resources necessary to continue the agreement.

If NHTSA makes a determination that continuing the agreement is not in the best interest of the government for any of the conditions listed above, the Cooperative Agreement will be terminated in accordance with Section H Other Information, H.8 Termination.

## **H.12 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 Notice of Funding Opportunity (NOFO). Based on this policy, if, after award, the Recipient 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 Notice of Funding Opportunity (NOFO). 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 the Cooperative Agreement where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

(B) The Applicant shall describe in detail why it believes, in light of the interest(s) identified in (a) above, that performance of the proposed cooperative agreement can be accomplished in an impartial and objective manner.

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

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

Applicant and include appropriate provisions to mitigate or avoid such conflict in the Cooperative Agreement awarded.

(E) The refusal to provide the disclosure or representation, or any additional information required, may result in disqualification of the Applicant for award. If nondisclosure or misrepresentation is discovered after award, the resulting Cooperative Agreement may be terminated. If after award, the Recipient discovers a conflict of interest with respect to the Cooperative Agreement awarded as a result of the 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 Recipient 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.

**[END OF NOTICE OF FUNDING OPPORTUNITY (NOFO)]**