Notice of Funding Opportunity (NOFO)

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

Funding Opportunity Title
Support for Alcohol Law Enforcement to Prevent Impaired Driving

Announcement Type
Initial Announcement

NHTSA NOFO Number
693JJ920R000016

Assistance Listing Program Number (formerly CFDA)
20.614 - National Highway Traffic Safety Administration (NHTSA) Discretionary Safety Grants

Key Dates
NOFO Posted Date:	**April 14, 2020**
NOFO Questions Due Date:	**April 22, 2020**
Application Due Date:	**May 13, 2020**

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PROGRAM SUMMARY INFORMATION

A. FEDERAL AGENCY NAME

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

B. FUNDING OPPORTUNITY TITLE

Support for Alcohol Law Enforcement to Prevent Impaired Driving

C. ANNOUNCEMENT TYPE

Initial Announcement

D. FUNDING OPPORTUNITY NUMBER

693JJ920R000016

E. ASSISTANCE LISTING PROGRAM NUMBER (formerly CFDA)

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

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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 vehicles and road traffic safety initiatives.

SECTION A - PROGRAM DESCRIPTION

A.1 PURPOSE AND OBJECTIVE

The purpose of the Cooperative Agreement (CA) is to develop and measure the effectiveness of a demonstration program that improves training and technical assistance available to Alcohol Law Enforcement (ALE) Agencies[1]. ALE agencies oversee the issuance, regulation, compliance, and enforcement of liquor licenses and laws. These agencies play a role in enforcing alcohol laws and reducing impaired driving. NHTSA will provide assistance to support monitoring new and emerging issues among ALE agencies regarding the enforcement of alcohol laws as it pertains to preventing impaired driving. The Recipient will provide tools such as in-person and web-based education and training to ALE agencies to support reducing impaired driving. In addition, the Recipient may support the ALE community in the following areas:

- Collaboration with State and local law enforcement officials on the shared task of preventing impaired driving (e.g. underage drinking, over service);
- Dissemination of empirically supported methods, tools, and products developed under the Agreement aimed at improving regulation, compliance, and enforcement of liquor licenses and laws; and
- Alcohol and drug impaired driving related data collection (e.g. Place of last drink).

A.2 PROGRAM AUTHORITY

NHTSA may enter into an assistance agreement with a State or local agency, authority, association, institution, or person to carry out activities authorized under 23 U.S.C. § 403.

[1] State and local authorities license alcohol wholesalers and retailers and make decisions about where alcohol sales may be permitted, hours of operation, among other issues related to alcohol sales. https://www.consumer.ftc.gov/articles/0398-state-alcohol-law-enforcement

A.3 BACKGROUND

The National Highway Traffic Safety Administration (NHTSA) is responsible for reducing vehicle-related fatalities and injuries on our nation's highways. States are responsible for laws regulating individual conduct and behavior within their jurisdictions. This includes the regulation of impaired driving.

In 2018, there were 36,550 motor vehicle fatalities and 29 percent of them involved an alcohol-impaired driver with a blood alcohol concentration (BAC) of .08 grams per deciliter or more[2]. Licensed drinking establishments have long been recognized as high risk locations for contributing to alcohol related problems, including impaired driving. Among adults who self-reported binge drinking, about 54 percent of binge drinking episodes took place in a bar, club, or restaurant, compared to 36 percent in homes and 10 percent elsewhere[3]. Recent research has found that binge drinkers are also more likely to drive after drinking on premise at licensed establishments[4].

NHTSA supports law enforcement to deter, detect, and arrest DWI offenders. Alcohol Law Enforcement (ALE) agencies oversee the issuance, regulation, compliance, and enforcement of liquor licenses and laws. These agencies, therefore, play a valuable role in preventing impaired driving. ALE Agencies enforce laws that impact impaired driving such as: underage drinking, sales to intoxicated persons (SIP), and over service laws. ALE Agencies also investigate establishments to ensure alcohol sales are adhering to state alcohol laws and conduct source investigations to determine where alcohol was purchased and/or consumed when an alcohol-impaired driving or underage drinking and driving crash has occurred. Lastly, in addition to alcohol, some ALE agencies are regulating cannabis, which may have similar impacts on the prevention of drug impaired driving.

[2] National Center for Statistics and Analysis. (2019, October). 2018 fatal motor vehicle crashes: Overview. (Traffic Safety Facts Research Note. Report No. DOT HS 812 826). Washington, DC: National Highway Traffic Safety Administration

[3] Naimi, T. S., Nelson, D. E., & Brewer, R. D. (2009). Driving after binge drinking. American Journal of Preventive Medicine, 37(4), 314-320.

[4] Cotti, C., Dunn, R. A., & Tefft, N. (2014). Alcohol-impaired motor vehicle crash risk and the location of alcohol purchase. Social Science & Medicine, 108, 201-209.

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 $500,000.00 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 September 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
ALE	Alcohol Law Enforcement
BAC	Blood Alcohol Concentration
CO	Contracting Officer
CS	Contract Specialist
COR (AA)	Contracting Officer Representative Assistant Agreement
CA	Cooperative Agreement
DWI	Driving While Intoxicated/Impaired
IACP	International Association of Chiefs of Police
NLLEA	National Liquor Law Enforcement Annual
NHTSA	National Highway Traffic Safety Administration
RCAM	Recipient’s Cooperative Agreement Manager

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 NHTSA COR (AA);

3. Provide coordination with other government/private organizations (as appropriate);

4. Maintain on-going contact with the Recipient regarding conduct of this Assistance Agreement;

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

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 agrees to 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 NHTSA COR(AA);

2. Advise the NHTSA 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 NHTSA 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**

As a condition of the Cooperative Agreement, the Recipient will follow the following conditions:

Condition 1: Kick-off Meeting

Within one (1) month of 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 Assistance Agreement: 2) the Assistance Agreement objectives, planned course of action, schedule, milestones and deliverables; and 3) to begin finalizing the work plan for the project which was submitted as part of the application. This meeting will serve as a forum to resolve any variances between NHTSA and the Recipient's approach.

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, NHTSA COR (AA) 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 after the Kick-Off Meeting, the Recipient will submit the Work plan to the NHTSA COR (AA). The plan shall detail and describe how the Recipient will identify training and educational topics, new and emerging issues, data collection improvements related to ALE activities to prevent impaired driving, and how it will develop and demonstrate activities to address those areas. Activities may include, but are not limited to, in-person or web-based education and training courses, direct technical assistance, and guidance on the enforcement of alcohol laws. Prior to finalizing the work plan, the Recipient and the NHTSA COR(AA) will ensure it meets the overall objectives of the agreement, including establishing specific tasks and proposed timelines for the development, demonstration and evaluation of resources developed.

The Recipients plan will include specific (step-by-step) tasks, the roles of the staff and a timeline for resources development, demonstration and evaluation. The Recipient will include in the final

work plan details associated with meeting project objectives, project tasks and timelines. The Recipient will submit the work plan to the NHTSA COR (AA) for review.

Within two (2) week of receipt, the NHTSA COR (AA) will review the Work Plan and may provide questions and/or comments to the Recipient for consideration.

Condition 3: Assessment

The Recipient will, consistent with the purposes of this Agreement, identify ALE programmatic areas and research gaps that may assist in or improve the prevention of impaired driving.

Condition 4: Implement Demonstration Activities

The Recipient will implement the demonstration activities identified in the Work Plan and according to the established timeline.

Condition 5: Disseminate Relevant Findings and Educational Resources

The Recipient will share all ALE related findings and educational resources at relevant national conferences, such as the National Liquor Law Enforcement Annual (NLLEA) Conference, Alcohol Policy Conference, International Association of Chiefs of Police's (IACP) Drug, Alcohol, and Impaired Driving Conference; and Lifesavers National Conference on Highways Safety. At these events, the Recipient will emphasize the important role of ALE Agencies in reducing alcohol and drug impaired driving. Recipient will present at a minimum of three (3) events annually.

Condition 6: 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 7: Final Briefing

The Recipient will participate in a final briefing in Washington, DC no later than sixty (60) months after award of the Cooperative Agreement, to discuss the resulting project deliverables, challenges and issued encountered. In preparation for this meeting, the Recipient agrees to prepare a presentation that summarizes their work, including but not limited to a presentation of the guideline recommendations, relevant performance measure, and plans for guideline dissemination and implementation. The final briefing shall last no longer than ninety (90) 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 NO.	COND NO.	MILESTONE (M) / DELIVERABLE (D)	DUE DATE
1	1	Kick-off Meeting (M)	Within 1 month of award
2	2	Submit Final Work Plan (D)	Within 2 months of Kick-off meeting
3	2	COR Review and Provide Feedback on Work Plan (M)	Within 2 weeks of receipt
4	3	Identify Needs (M)	Ongoing
5	4	Implement Demonstration Activities (M)	Ongoing
6	5	Promote Relevant Findings and Resources (M)	Ongoing
7	6	Evaluation (M)	Ongoing
8	7	Final Briefing (M)	Within 60 months of award
9	F.3.1	Submit Quarterly Progress Reports (D)	15th of the month following the end of the quarter.
10	F.3.2	Submit Annual Report (D)	Annually due on October 1
11	F.3.2	COR (AA) Review and Provide Feedback (M)	Within 2 weeks of receipt
12	F.3.3	Submit Final Report (D)	Within 58 months of award
13	F.3.3	COR (AA) Review and Provide Feedback (M)	Within 1 month of receipt
14	F.3.3	Submit Final Report (D)	Within 2 weeks of receipt
15	F.3.4	Submit Federal Financial Report (SF-425) (D)	Annually due on October 1

B.8 PLACE OF DELIVERY

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

Item no.	Address
1, 9, 10, 12, 14 & 15	**Department of Transportation** National Highway Traffic Safety Administration 1200 New Jersey Avenue, SE, NPD-110 Washington, DC 20590 Room: **TBD** Attn: **TBD** Email Address: **TBD** Telephone Number: **TBD**
9 & 15	**Department of Transportation** National Highway Traffic Safety Administration Office of Acquisition Management NFO-300, W53-411 1200 New Jersey Avenue, SE Washington, DC 20590 Attn: **David Larson** Email: **David.Larson@dot.gov** Telephone: **202-366-4843**

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 expertise in the responsibilities of ALE Agencies and knowledge of the challenges faced in enforcing alcohol laws and licenses;
- Demonstrate the capacity to provide assistance to ALE Agencies during normal work hours, Monday through Friday in the eastern, central, mountain and pacific time zones;
- Demonstrated experience in developing and providing training to ALE Agencies; and
- Expertise in state liquor laws and an understanding of the challenges, and limitations in each State and nationwide regarding liquor law enforcement impact on impaired driving.

Interesting 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 using the following information:

- Keyword(s): Support for Alcohol Law Enforcement to Prevent Impaired Driving
- Opportunity Number: **693JJ920R000016**
- 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.

- Addressing the deteriorating conditions and disproportionately high fatality rates on our rural transportation infrastructure is of critical interest to the Department, as rural transportation networks face unique challenges in safety, infrastructure condition, and passenger and freight usage. Consistent with the R.O.U.T.E.S. Initiative, the Department encourages applicants to consider how the project will address the challenges faced by rural areas.

- 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 page that provides an easy method to identify the major sections of the Technical Application;
    - Background – Describe experience working with The National Highway Traffic Safety Administration behavioral issues including work done in partnership with NHTSA;
    - Objective –Specify objectives that will be met under this agreement;
    - Activities – Provide a detailed work plan of the proposed activities with distinct step by step tasks;

  - Technical Approach - Must be clear, complete, reasonable and realistic; proposals must include how the applicant will complete the tasks outlined Statement of Work and must describe their technical capability and experience.
  - Schedule of milestones and deliverables;
  - Qualifications- Provide the resumes of proposed staff;
  - Past-Performance- provide a list of previously funded projects (grants, cooperative agreements, or contracts) with a point of contact at the funding agency to demonstrate satisfactory efforts to complete the project, timeliness of deliverables, and financial accountability.

- 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 a grant 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 a grant 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, on May 13, 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 with a copy to 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 22, 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 grant 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: **693JJ920R000016.**

Application Submission:

Applications must be submitted to the attention of David Larson, Contract Specialist, via email at NHTSAOAM@dot.gov with a copy to David.Larson@dot.gov, no later than **2:00 PM Eastern Time, on May 13, 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 13, 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, award a grant 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: Description/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 time-phased, specific, action-oriented and achievable.
- The degree to which the applicant has identified potential barriers to the project and the provided plans for mitigating or eradicating those barriers.
- The capability for achieving the greatest reach and impact in completing milestones and deliverables.

B. EVALUATION FACTOR 2: Past Project Experience and Performance

- The degree to which the applicant understands the needs and unique aspects of educating ALE Agencies and officers.
- The degree to which the applicant describes their technical capability and experience in developing, delivering, and managing ALE education and technical assistance programs.
- The degree in which the applicant understands the complex aspects of ALE responsibilities and preventing impaired driving.
- The applicant's experience developing and delivering in-person and distance learning adult education courses.
- 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.
- For previous Recipients of federal awards, 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.

C. EVALUATION FACTOR 3: Qualifications of Project Personnel

- The extent to which the proposed personnel have clearly described roles and appropriately assigned positions, and the proper level of education and experience to carry out the project.
- The extent to which the applicant has demonstrated their ability to provide leadership, technical assistance and the resources to accomplish the milestones and deliverables of this project.
- The soundness of the applicant's organization and designated areas of expertise.
- The extent to which the proposed personnel have professional experience in ALE, traffic safety, or training and education.

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.

Addressing the deteriorating conditions and disproportionately high fatality rates on our rural transportation infrastructure is of critical interest to the Department, as rural transportation networks face unique challenges in safety, infrastructure condition, and passenger and freight usage. Consistent with the R.O.U.T.E.S. Initiative, the Department will consider how the project will address the challenges faced by rural areas.

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:

Rating Definitions
Outstanding – 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.

Rating Definitions
Good – 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.
Acceptable – The application meets minimum requirements of the NOFO; is responsive to all major aspects of NOFO; and is capable of achieving desired program objectives.
Unacceptable – 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 September 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 award grants to 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 Grant Award;
  - Budget Approved by NHTSA;
  - Total Approved Cost Sharing or Matching, where applicable;
  - Grant 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 grant.

- General Terms and Conditions as applicable including:
  - Grant Administrative Requirements;
  - National Policy Requirements; and
  - Recipient integrity and performance matters.

- NHTSA General Provisions for Assistance Agreements

- Grant 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 (2 CFR 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 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 NHTSA COR (AA) on the 15th of each month of each quarter beginning three (3) months after Agreement award. The quarterly report will describe the status and progress of activities outlined in the project work plan and include any resources developed and deliverables completed during the quarter. The report shall include an up-to-date summary of accomplishments by the Recipient; obstacles and problems encountered and proposed solutions; noteworthy activities, events, or successes; and a Financial Statement of funds expended to date.

Quarterly Reports shall include the following details about the relevant Milestones and Deliverables:

- A detailed accounting of the activities from the previous quarter so that the NHTSA COR (AA) can determine whether invoices should be approved or revised based upon the accomplishment(s) for which payment is sought;
- Specifics regarding the technical assistance that was provided to members of the ALE, local law enforcement, 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 ALE community, local law enforcement, criminal justice, and traffic safety communities, who requested assistance during the quarter, so the Recipient may be better able to identify emerging issues;
- 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 a problem;
- Noteworthy activities, events, or successes;
- Planned travel for the upcoming quarter; and
- Financial statement of funds expended to date.

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

The Recipient will prepare and submit an Annual report to the NHTSA COR (AA) on the tenth (10) month of the current fiscal year. Submission of the annual report may be in electronic format. The annual reports will provide a summary of activities, milestones and deliverables accomplished during the fiscal year, an accounting of funds expended during the reporting period, to include the amount of any in-kind contributions. The annual report will also include summary of problems or delays encountered while conducting services during the reporting period and a summary of results, conclusions, trends or other items of information that the Recipient believes is of timely interest to NHTSA. At fifty-nine (59) months of the Agreement, the Recipient will submit a final report instead of the annual report.

Within two (2) weeks of receipt, the NHTSA COR (AA) will review the Annual Report and may provide any question and/or comments to the Recipient for consideration.

F.3.3 Final Report

Within fifty-nine (59) months of award, the Recipient will submit a final report to the NHTSA 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;
- Assessment of the effectiveness of each activity; and
- Summary of results, trends, conclusions, and other items of information that the Recipient believes is critical to the results of the project.

Within one (1) month after receipt, the NHTSA COR (AA) will review the final report for adequacy and provide comments to the Recipient for consideration. Within two (2) weeks of receipt of the NHTSA 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 agrees to prepare and submit federal financial reports (SF-425) to the NHTSA COR (AA) 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) 366-4843
Email: NHTSAOAM@dot.gov with a copy to David.Larson@dot.gov

Secondary NOFO Point of Contact

Sherese Gray, Contracting Officer
Phone: (202) 366-3998
Email: NHTSAOAM@dot.gov with a copy to 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 contractor 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. 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 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 this agreement shall communicate with one another in good faith and in a timely and cooperative manner when raising issues under this Disputes provision. Any dispute, which for the purposes of this provision includes any disagreement or claim, between NHTSA and the Recipient concerning questions of fact or law arising from or in connection with this agreement and whether or not involving alleged breach of this agreement, may be raised only under this Disputes provision.

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

H.8 TERMINATION

The Government may terminate this 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 this 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 determining if other organizations are capable of providing 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 this 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)]