

REQUEST FOR APPLICATION
Prosecutor Resources
COOPERATIVE AGREEMENT #693JJ919R00009

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

Cooperative Agreement for: **Prosecutor Resources**

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

ACTION: Announcement of a Request for Applications (RFA) is to provide assistance to improve the quality of justice in traffic safety adjudication – particularly impaired driving cases – by providing training, technical assistance and reference services to prosecutors across the United States. Competition under this RFA is limited to National non-profit organizations. One (1) award is anticipated for this project not to exceed \$3,000,000.00 total.

SUMMARY: This initiative seeks to provide technical assistance, training, and resources to individual prosecutors and Traffic Safety Resource Prosecutors throughout the United States.

DATES: Application(s) must be submitted by email to the following address: nhtsaoam@dot.gov or mailed to the National Highway Traffic Safety Administration, Office of Acquisition Management (NFO-300); Attention: Vanessa Wallace, 1200 New Jersey Ave, S.E., Room W44-131, Washington, D.C. 20590. Applicants may use either method to their own discretion; **however, email is the preferred method of submission for applications.** All application(s) submitted must include a reference to NHTSA Request for Application Number **693JJ919R00009**. Only complete packages received on or before **11:00 A.M. Eastern Daylight Time on Friday, June 7, 2019** will be considered.

Applicant(s) shall provide a complete mailing address where Federal Express mail can be delivered.

FOR FURTHER INFORMATION, CONTACT: General administrative and programmatic questions may be directed to Vanessa Wallace, Contract Specialist, Office of Acquisition Management, by email at NHTSAOAM@dot.gov. To allow for sufficient time to address questions appropriately, all questions must be received no later than **10:00 A.M. Eastern Daylight Time, Thursday, May 30, 2019 via e-mail.**

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<u>ARTICLE I.</u>	<u>STATEMENT OF AUTHORITY</u>
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Reserved.

<u>ARTICLE II.</u>	<u>DEFINITIONS</u>
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As used in this Cooperative Agreement:

“**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 grantee 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.

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

<u>ARTICLE III.</u>	<u>STATEMENT OF BACKGROUND, PURPOSE AND OBJECTIVE</u>
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A. BACKGROUND

After 50 years of decline, traffic fatalities increased in 2015 and 2016. From 2015 to 2016, alcohol-related fatalities increased 1.7%. Alcohol-related fatalities represent more than one-quarter of all traffic fatalities. One approach to preventing these crashes is through impaired driving enforcement. This approach falls on the shoulders of a variety of people at different points in the criminal justice system. Prosecutors are a critical component; they are vital to the enforcement of traffic laws, especially those related to alcohol- and drug-impaired driving. Simultaneously, impaired driving cases are among the most complex cases to prosecute and are often the first cases to which new prosecutors are assigned. Successful prosecution of impaired driving cases is vital to decreasing impaired driving crashes and fatalities, preventing repeat offenders, decreasing recidivism among offenders, and improving public safety overall.

B. PURPOSE

The purpose of this Cooperative Agreement (CA) is to provide assistance to a national organization that represents prosecutors who try impaired driving cases so that the organization

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may be better able to support its membership through training and technical assistance, as well as the development of training materials and relevant resources for prosecutors in towns, counties, and States across the country. The organization will develop materials and disseminate information about the prosecution of impaired driving cases to its membership, Traffic Safety Resource Prosecutors, relevant stakeholders, and other interested parties as needed to promote the role and importance of prosecutors in successfully prosecuting impaired driving cases. A representative or representatives from the organization or their designee(s) will participate in outreach to other members of the criminal justice system and traffic safety community to highlight the important role of the prosecutor, with the goal of sharing information about these complex cases and growing an understanding of and support for the technical nature of impaired driving cases.

NHTSA also seeks an organization that will look to the future and identify any unforeseen needs of prosecutors who try impaired driving cases, as well as ways prosecutors can continue to be effective in prosecuting impaired driving. Alternative approaches and techniques used in the prosecution of impaired driving cases, as appropriate, would also be considered. The selected organization needs to both develop the ideas and determine the budget required to execute them as necessary

C. OBJECTIVE

The objective of this project is to improve prosecutorial outcomes in impaired driving cases, specifically by providing financial support to an organization dedicated to training, technical assistance, information sharing, and development for and among the prosecutors who handle these cases. Specifically, the funding provided by NHTSA would provide financial support to allow an organization to provide information, training, and guidance for prosecutors, and provide direct technical assistance to prosecutors on issues relating to impaired driving cases.

<u>ARTICLE IV.</u> <u>STATEMENT OF RESPONSIBILITIES</u>

For a period, as hereinafter set forth in Article V, Performance Period, NHTSA and the Grantee will cooperatively furnish the necessary personnel, equipment and facilities, and otherwise perform all things necessary for or incidental to the performance of work, or as set forth below.

A. Under this Cooperative Agreement, NHTSA will:

1. Assign a qualified individual, designated as the Contracting Officer's Representative, Assistant Agreement (COR (AA)) to provide coordination between the NHTSA and the Grantee;
2. Provide all essential background information and technical assistance from government sources, as determined appropriate by the COR;
3. Provide coordination with NHTSA regional offices and other government/private organizations (as appropriate);

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4. Maintain on-going contact with the Grantee regarding conduct of this Cooperative Agreement;
5. Review and provide feedback on materials and planned activities produced under this Cooperative Agreement;
6. Provide existing communication and outreach materials, and/or support the development of new materials, by reviewing the Grantee's creative material concepts and media and outreach plans (as appropriate); and
7. 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 this Cooperative Agreement, the Grantee agrees to conduct the following conditions:

B.1 Condition 1: Kick-off Meeting

Within thirty (30) days of Cooperative Agreement Project award, the Grantee agrees to 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 Cooperative Agreement, and 2) the Cooperative Agreement objectives, planned course of action, schedule, milestones and deliverables, and 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 Grantee's approach.

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

B.2 Condition 2: Final Work Plan

Within two (2) months after the Kick-Off Meeting, the Grantee agrees to submit the Final Work plan to the COR (AA). The plan shall detail and describe how the Grantee will conduct outreach and provide technical assistance to prosecutors, track and maintain a database of expert witnesses, and expand the reach of the organization.

The plan shall include specific (step-by-step) tasks, the roles of the staff and a proposed timeline for projects. The Grantee agrees to include in the final work plan details associated with meeting project objectives, project tasks and timelines. The Grantee agrees to submit the final work plan to NHTSA for review and to respond to any questions and/or comments provided by the COR (AA).

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

Prior to finalizing the work plan, the Grantee and the COR(AA) may agree to carry out projects that meet the overall objectives of the agreement, including establishing specific tasks and proposed timelines for those projects.

B.3 Condition 3: Technical Assistance, Outreach, and Education

The Grantee agrees to provide direct technical assistance and informed guidance to prosecutors and expert witnesses for the prosecution of impaired driving cases as requested. The Grantee also agrees to assist prosecutors via phone (preferred) or email in a timely and expedient fashion in identifying and selecting expert witnesses to successfully prosecute impaired driving cases. The Grantee agrees to manage a secure, moderated web-based form where prosecutors are encouraged to ask questions and share information among themselves.

The Grantee agrees to promote and update training materials and prosecutor trial advocacy courses as needed. The Grantee will also create a new course or courses should the need for one or more be demonstrated. The Grantee will develop monographs on timely traffic safety issues.

As part of the agreement, the Grantee agrees to draft and publish a quarterly newsletter on current issues related to impaired driving, including recent court decisions, witness testimony, scientific research, etc. The Grantee also agrees to submit articles and additional pieces relating to the prosecution of impaired driving to relevant newsletters or other publishers for publication in journals or online. The Grantee agrees to create training materials and course scripts to benefit prosecutors for impaired driving prosecution. The Grantee must submit drafts of such items to NHTSA for review prior to submission for publication.

The Grantee agrees to promote the enforcement of impaired driving laws by attending relevant highway traffic safety conferences and delivering presentations regarding legal issues associated with the detection, prosecution, and adjudication of impaired driving with the permission and concurrence of the COR. Relevant conferences may include but are not limited to: Lifesavers; the National Association of Prosecutor Coordinators Annual Meeting and other NAPC meetings and/or trainings; Governors Highway Safety Association; and the Drug Recognition Expert Conference.

B.4 Condition 4: Quarterly Reports

The Grantee agrees to prepare and submit quarterly reports on a quarterly basis beginning three (3) months after the Cooperative Agreement award. Each report should 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

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accomplishments by the Grantee; 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 COR (AA) is able to determine whether or not 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 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 grantee 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 Grantee electronically on its public website(s).
- Plans for accomplishments in the next reporting period;
- Problems or delays that the Grantee has experienced in the conduct of this agreement and suggestions to overcome the problems or delays;
- Specific action the Grantee would like NHTSA to undertake to alleviate a problem; and
- Planned travel for the upcoming quarter.

B.5 Condition 5: Annual Briefings

The Grantee agrees to participate in yearly briefings at NHTSA Headquarters in Washington, DC (in extreme cases, including weather, illness, or other impediment, a teleconference may be a permissible substitute for an in-person meeting). The Grantee agrees to be prepared to discuss their accomplishments in the past year, elaborate on the work plan for the coming year, and provide details about the overall progress toward the project's goals at the annual briefing;

B.6 Condition 6: Submit Final Report

The Grantee agrees to submit a final report to the NHTSA COR (AA) no later than thirty (30) days of the completion date of the Cooperative Agreement. The report shall include, at a minimum, a description of the activities conducted, problems encountered, lessons learned, and general outcomes of the project. The NHTSA COR(AA) will review this report and return feedback within two (2) weeks of receipt for consideration by the Grantee.

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B.7 Condition 7: Final Briefing

The Grantee agrees to participate in a final briefing in Washington, DC no later than sixty (60) months after award of this Cooperative Agreement, to discuss the resulting project deliverables, challenges and issues encountered. In preparation for this meeting, the Grantee 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.

ARTICLE V. DELIVERABLES (D) AND MILESTONES (M)

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

ITEM NO.	CONDITION NO.	MILESTONE (M) / DELIVERABLE (D)	DUE DATE
1	B.1	Kick off Meeting (M)	Within 30 days of award
2	B.2	Submit Final Work Plan (D)	Within 2 months of award
3	B.3	Technical Assistance (M)	Ongoing
4	B.3	Submit Drafts Publications & Training Materials (D)	Ongoing
5	B.4	Submit Quarterly Reports (D)	Quarterly
6	B.5	Annual Briefings (M)	Yearly
7	B.6	Submit Final Report (D)	No later than 59 months of award
8	B.7	Final Briefing (M)	No later than 60 months of award

PLACE OF DELIVERY:

Unless otherwise specified, deliverables shall be furnished, electronically, to the following addresses:

<u>Item No.</u>	<u>No. of Copies</u>	<u>Address</u>
2,4,5,6, 7	1 Electronic Copy	DOT/National Highway Traffic Safety Administration Attn: TBD 1200 New Jersey Ave SE Washington, DC 20590

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<u>Item No.</u>	<u>No. of Copies</u>	<u>Address</u>
		Phone: TBD E-mail: TBD
7		Department of Transportation National Highway Traffic Safety Administration Office of Acquisition Management NFO-300, W44-119 1200 New Jersey Avenue, SE Washington, DC 20590 Attn: Vanessa Wallace, Contract Specialist E-mail Address: Vanessa.Wallace.ctr@dot.gov Telephone Number: (202) 366-9773

<u>ARTICLE VI.</u> <u>PERFORMANCE PERIOD</u>
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All work required herein including preparation, submission, and acceptance of all deliverable items shall be completed within sixty (60) months from the date of award.

<u>ARTICLE VII.</u> <u>FINANCIAL ADMINISTRATION</u>

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

The amount of the Grantee's In-Kind contribution, if any: \$_____

B. Approved Project Budget: The Grantee's Project Budget on *Standard Form 424 Application for Federal Assistance* dated TBD, is incorporated herein and made a part of this cooperative agreement. Any reallocation of funds among budget items which does not result in an increase to the current Federal funds available, or to the total amount of Federal funding provided, shall require only prior written authorization from the NHTSA Contracting Officer and the issue of a Revised Project Budget. Any reallocation of funds among budget items that will require an increase to the current Federal funds available, or to the total amount of Federal funding provided, shall require a formal modification to this Cooperative Agreement.

Period of Performance	Negotiated Amount
Twelve (12) months (Year 1)	TBD
Twelve (12) months (Year 2)	TBD
Twelve (12) months (Year 3)	TBD

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Twelve (12) months (Year 4)	TBD
Twelve (12) months (Year 5)	TBD
TOTAL	

The total not-to-exceed amount for sixty (60) months for Cooperative Agreement 693JJ918XXXX is \$TBD which represents NHTSA's complete contribution of \$TBD and the Grantee's in-kind contribution of \$TBD. The total funding obligated at time of Agreement award is \$TBD which is estimated to cover costs for the performance period for twelve (12) months from the date of the Cooperative Agreement award. The remaining funding will be subject to NHTSA's annual appropriations. If NHTSA does not receive an annual appropriation to continue the support of this Cooperative Agreement in any given fiscal year, NHTSA will terminate said agreement in accordance with Section X, Special Provisions, subparagraph E, Termination.

C. Revisions to Budget and Program Plan

Any revisions to the budget or program plans shall be required and approved in accordance with 5 C.F.R. Part 200 "Uniform Administrative requirements, Cost Principals, and Audit Requirements for Federal Awards.

Payments:

1. *Minimum Requirements for Payment*

All costs claimed for reimbursement and payment, including the final payment, shall be submitted on a **Standard Form 270 Request for Advance or Reimbursement** as either an attachment or as a selection within "eInvoicing" (see paragraph 2 and "Important Note" below.) Invoices under this agreement shall be submitted not less than quarterly and shall include a breakdown of the hours worked by person delineated for each task/condition in which payment is requested. The information required for each reimbursement claim shall, at minimum, contain the following:

- a. Grantee's Name;
- b. Cooperative Agreement / Grant Number (beginning with "693JJ9185XXXX");
- c. Invoice Number;
- d. Invoice Date;
- e. The NHTSA Contracting Officer's Representative's (Assistance Agreement) ("COR(AA)") name;
- f. Grantee's TIN;
- g. Grantee's DUNS;

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- h. Direct Labor Cost, including hours and hourly rates;
- i. The period of performance for the costs claimed;
- j. Current and cumulative amounts of the following item costs: direct labor; fringe benefits; material costs; consultant costs; subcontractor costs; travel costs itemized including origin and destination; and any other supporting data for unusual expenditures; and,
- k. Any documentation which supports the costs claimed.

2. Procedure for Submitting Invoices

NHTSA utilizes the Department of Transportation's "eInvoicing" system for processing grantees' requests for reimbursement. The system takes full advantage of e-commerce and allows grantees to perform the following tasks electronically:

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

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

Detailed instructions on how to receive eAuthentication certification can be found at:

<http://www.dot.gov/cfo/delphi-einvoicing-system.html>. Click on the "eAuthentication process tutorial" hotlink located under the banner "Steps to take Before Accessing the eInvoicing System." A PowerPoint briefing will then guide you through the process.

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

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<u>ARTICLE VIII.</u>	<u>CONTRACTING OFFICER REPRESENTATIVE (ASSISTANT AGREEMENTS)</u>
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The NHTSA designated Contracting Officer Representative (Assistant Agreements) for this Cooperative Agreement, who is also referred to as the NHTSA COR (AA), is (Name) TBD. While this list is not exhaustive, some of the major responsibilities of the NHTSA COR(AA) are as follows. Specifically:

1. To provide information and technical assistance from available Government resources as determined appropriate by the NHTSA COR(AA).
2. To provide coordination with other Government/private agencies as appropriate and,
3. To stimulate the exchange of ideas and information among recipients of related projects through periodic meetings.

COR(AA)'s business information is provided below: (TBD)

(COR(AA) Name)
DOT/NHTSA
1200 New Jersey Avenue, SE
Washington, DC 20590
Telephone: 202-366-XXXX
E-mail: TBD@DOT.gov

Designation of "Alternate" COR(AA).

In the event that the NHTSA COR, AA of record (identified above) is unavailable for a period of time during which the grantee requires technical guidance or during which other COR, AA duties must be fulfilled, then the person identified below has been designated by the NHTSA Contracting Officer to perform those duties as the Alternate COTR (AA).

("Alternate COR(AA) Name)
DOT/NHTSA
1200 New Jersey Avenue, SE
Washington, DC 20590
Telephone: 202-366-XXXX
E-mail: TBD@dot.gov

The Contracting Officer is the only individual who can legally commit or obligate the Government for the expenditure of public funds. The technical administration of the resultant Cooperative Agreement shall not be construed to authorize the revision of the terms and

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conditions of this Cooperative Agreement. Any such revision shall be authorized only in writing by the Contracting Officer.

<u>ARTICLE IX. GRANTEE'S COOPERATIVE AGREEMENT MANAGER</u>

The Grantee's designated Grantee's Cooperative Agreement Manager (GCAM) for this Cooperative Agreement is **Insert Name**. The responsibility for the **GCAM** is as follows. Specifically:

To perform the activities as described in this Cooperative Agreement and do so in conjunction with the NHTSA COR(AA)'s technical direction.

Insert Name business information is provided below:

Mr./Mrs. _____
Title: _____
Name of Grantee: _____
Address: _____
City & State: _____
Telephone: _____
E-mail: _____

<u>ARTICLE X. OTHER PERFORMANCE REQUIREMENTS</u>

A. Disclosure of Information

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

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B. Limited Use of Data

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

The Grantee and employee(s) of the Grantee shall 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 Grantee 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 Grantee without such limitations or prohibit an agreement at no cost to the Government between the Grantee and the data owner which provides for greater rights to the Grantee.

C. 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 Grantee 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.

D. Place of Performance

TBD

<u>ARTICLE XI.</u>	<u>SPECIAL PROVISIONS</u>
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A. 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

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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 is 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.

B. PROTECTION OF HUMAN SUBJECTS

The grantee shall 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 grantee shall 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.

C. DISPUTES

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

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

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

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The dispute shall be further reviewed, upon the Grantee's written request to NHTSA, Director, Office of Acquisition Management, or designee, made within thirty calendar days after the Contracting Officer's written decision or upon unavailability of a decision within the stated time frame under the preceding paragraph, the dispute shall be further reviewed. 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.

D. TERMINATION

The Government may terminate this agreement in whole or in part, upon providing written notification to the Grantee, if the Contracting Officer determines that a termination is in the Government's best interest or the Grantee defaults in performing the work and fails to cure the default within the time specified in writing by the Contracting Officer. The Grantee 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 this Cooperative Agreement.

E. 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, e-mailing, 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

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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 Grantee is encouraged to—
 - a. Adopt and enforce policies that ban text messaging while driving—
 - 1) Grantee-owned or -rented vehicles or government-owned vehicles; or
 - 2) Privately-owned vehicles when on performing under this cooperative agreement.
 - b. Conduct initiatives in a manner commensurate with the size of the Grantee, 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 with texting while driving.

F. NHTSA REVIEW OF ANNOUNCEMENTS OR PUBLICATIONS

The Grantee agrees that neither the Grantee, nor any Sub-grantee, shall make public releases of information or any matter pertaining to this 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 Cooperative Agreement. The provisions of this clause shall be included in all sub-grants at any tier.

G. 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) Conduct market research to determine 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.

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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 X, Special Provisions, subparagraph E, Termination.

<u>ARTICLE XII.</u> <u>GENERAL PROVISIONS</u>

This Grant 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:

2CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

The NHTSA General Provisions for Assistance Agreements, as provided in Attachment 1, and including any subsequent revises to the General Provisions, shall be applicable to this Grant.

<u>ARTICLE XIII.</u> <u>ACRONYMS</u>
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The acronyms listed below are used during the performance of this Cooperative Agreement. If the Grantee is currently using, or has used any of the acronyms listed below differently, the Grantee shall use the acronyms listed below as defined under this Cooperative Agreement ***only***.

- Contracting Officer (**CO**)
- Contract Specialist (**CS**)
- Contracting Officer Representative Assistant Agreement (**COR**) **AA**
- Alternate Contracting Officer Representative Assistant Agreement (**ACOR**) **AA**
- National Highway Traffic Safety Administration (**NHTSA**)

<u>ARTICLE XIV.</u> <u>MODIFICATIONS</u>
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Unilateral

The NHTSA Contracting Officer (CO) has the right, under this Cooperative Agreement, to execute unilateral modifications for the following purposes:

- Provide incremental federal funding;
- Change the NHTSA Contracting Officer's Representative, Assistant Agreement; and,
- Make other administrative changes which do not affect the legal obligations of the Grantee.

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Bilateral

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

Note: When changes are made, and when deemed appropriate, the Government may supply the Grantee with replacement pages to the Cooperative Agreement.

<u>ARTICLE XV. ELIGIBILITY REQUIREMENT</u>
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The successful organization must demonstrate that they have the infrastructure in place, as well as the necessary staff and support to carry out the responsibilities in developing, administering/coordinating and implementing this agreement. Only organizations capable of fulfilling the criteria listed below will be considered. The criteria require that:

Applicant must have the existence of an organizational infra-structure that will allow staff time necessary to handle the day-to-day logistical needs for this project.

Interested applicants are advised that no fee or profit will be allowed under this Cooperative Agreement.

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

- Have an expert staff that understands a prosecutor's job and has first-hand knowledge of the challenges prosecutors face in prosecuting impaired driving and other traffic related cases, having worked in a prosecutor's office or been a prosecutor;
- Have a membership that is primarily prosecutors;
- Have experience providing technical assistance to prosecutors across the nation;
- Have the capacity to provide assistance to prosecutors during normal work hours, Monday through Friday in the eastern, central, mountain and pacific time zones;
- Have extensive experience in developing and providing training to prosecutors; and
- Know and understand the impaired driving laws, challenges, and limitations in each State and nationwide.

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<u>ARTICLE XVI.</u> <u>CONFLICT OF INTEREST</u>

It is U.S. DOT policy to award Cooperative Agreements only to those Applicants whose objectivity is not impaired because of any related past, present, or planned interest, financial or otherwise, in organizations regulated by U.S. DOT, or in organizations whose interests may be substantially affected by Departmental activities and which is related to work specified in this Cooperative Agreement Announcement. Based on this policy, if, after award, the Grantee discovers a conflict of interest with respect to the Cooperative Agreement that could reasonably have been known prior to the award, an immediate and full disclosure shall be made in writing to the Contracting Officer. The disclosure shall include a full description of the conflict along with a description of the action the recipient has taken, or proposes to take, to avoid or mitigate such conflict.

(A) The Applicant shall provide a statement in its proposal which describes in a concise manner all past, present or planned organizational, financial, contractual or other interest(s) with an organization regulated by U.S. DOT, or with an organization whose interests may be affected substantially by Departmental activities, and which is related to the work under this Cooperative Agreement Announcement. The interest(s) described shall include those of the Applicant, its affiliates, proposed consultants, proposed subcontractors and key personnel of any of the above. Past interest shall be limited to within one year of the date of the Applicant's technical proposal. Key personnel shall include any person owning more than 20% interest in the Applicant, and the Applicant's corporate officers, its senior managers and any employee who is responsible for making a decision or taking an action under this Cooperative Agreement where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

(B) The Applicant shall describe in detail why it believes, in light of the interest(s) identified in (a) above, that performance of the proposed 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

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relevant information known to U.S. DOT, will be used to determine whether an award to the Applicant may create a conflict of interest. If any such conflict of interest is found to exist, the NHTSA Contracting Officer may (1) disqualify the Applicant, or (2) determine that it is otherwise in the best interest of the agency to contract with the Applicant and include appropriate provisions to mitigate or avoid such conflict in the Cooperative Agreement awarded.

(E) The refusal to provide the disclosure or representation, or any additional information required, may result in disqualification of the Applicant for award. If nondisclosure or misrepresentation is discovered after award, the resulting Cooperative Agreement may be terminated. If after award, the Grantee discovers a conflict of interest with respect to the Cooperative Agreement awarded as a result of this Cooperative Agreement Announcement, which could not reasonably have been known prior to award, an immediate and full disclosure shall be made in writing to the NHTSA Contracting Officer. The disclosure shall include a full description of the conflict, a description of the action the Grantee has taken, or proposes to take, to avoid, or mitigate such conflict. The NHTSA Contracting Officer may, however, terminate the Cooperative Agreement for convenience if he or she deems that termination is in the best interest of the Government.

<u>ARTICLE XVII.</u> <u>APPLICATION PROCEDURES</u>
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The application shall include a reference to NHTSA Request for Application Number **693JJ919R0000009**. Unnecessarily elaborate applications beyond what is sufficient to present a complete and effective response to this request are not desired. Only complete packages received on or before the published due date will be considered.

The applicant will submit:

A signed electronic copy Office of Management and Budget Standard Form 424 (Rev 9-2003 including 424A and 424B), Application for Federal Assistance, including 424A, Budget Information Non-Construction Program and 424B, Assurances Non-Construction Programs, with the required information provided and the certified assurances included. These forms are available at www.grants.gov.

A signed electronic copy of the work plan and cost proposal must be submitted via email to Ms. Vanessa Wallace. While Form 424A deals with budget information, the available space does not permit a level of detail that is sufficient to provide for a meaningful evaluation of proposed costs. Therefore, supplemental information must be provided which presents a detailed breakout of the

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proposed costs (detailed labor, including labor category, level of effort and rate, direct materials, including itemized equipment, travel and transportation, including projected trips and number of people traveling; subcontracts with similar detail if known and overhead) as well as any In-Kind contributions the Applicant proposed to contribute.

All the material specified in the Application Procedures shall be submitted to Contract Specialist Vanessa Wallace at: vanessa.wallace.ctr@dot.gov and NHTSAOAM@dot.gov no later than **Friday, June 7, 2019 11:00 am Eastern Standard Time**, or at the following address:

National Highway Traffic Safety Administration
Office of Acquisition Management
NFO-300 W44.131
1200 New Jersey Avenue, SE
Washington, DC 20590

Instructions to Applicant

A. APPLICATION FORMS

Application forms are available online at www.whitehouse.gov/omb/grants/grants_forms.html.

B. CONTENT AND FORM OF APPLICATION SUBMISSION

1. The application package shall consist of the following:

- SF424
- SF424A
- SF424B
- SFLLL
- Technical Application
- Budget Application Detail

1. The applicant is required to provide the following form:

- 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);
- Certification Regarding Drug-free Workplace Requirements (49 CFR Part 29 - Appendix C)

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C. TECHNICAL EVALUATION

1. Application shall be submitted to NHTSA at the following email addresses:
Vanessa.Wallace.ctr@dot.gov and NHTSAOAM@dot.gov.
2. Technical Application shall not exceed twenty-five (25) pages.
3. No cost/price data shall be included in the Technical Application.

The Technical Application shall include the following information ***(and be separated from the cost proposal – no cost information shall be included or referenced in the technical proposal)***:

- A table of contents page that provides an easy method to identify the major sections of the Technical Application;
- Background – Describe current National Highway Traffic Safety projects 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.

The Technical Application will be evaluated using the following criteria:

A. Description/Technical Approach, Work Plan and 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 degree to which the applicant intends to achieve the milestones and deliverables outlined in the request for proposal, including a proposed timeline.

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B. Past Project Experience and Performance

- The degree to which the applicant describes their technical capability and experience in managing projects.
- The applicant's satisfactory history of grantor/grantee relationships, as demonstrated by on-time completion of past efforts, and reports indicating a high level of satisfaction from government agencies and other organizations.
- The extent to which the applicant has a good record of financial responsibility and accountability as it relates to the use of federal funding, and a demonstrated history of compliance with regulations that apply to federal assistance agreements.

C. 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.

D. BUDGET APPLICATION

1. Budget application must contain: A Detailed budget for the sixty (60) months (five year) period of performance spreadsheet and supporting information clearly delineating and supporting all estimated costs. In doing so:
 - a. Provide labor categories, labor hours and labor rates as well as justification for the labor rates.
 - b. Provide indirect rates and bases; include any audit information to support rates.
 - c. Provide supporting information to justify estimates for Other Direct Costs such as equipment, travel, etc.

Note: Travel will be reimbursed at cost in accordance with Federal Travel Regulations in effect at the time of travel.

2. If sub-recipients (lower-tiered organizations and/or individual consultants) will be used in carrying out this project, the following minimum information concerning such should be furnished:

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- a. Name and address of the organization or consultant.
- b. Description of the portion of work to be conducted by the organization or consultant.
 - Cost details for that portion of work.
 - Letter of commitment from sub-recipient.
3. The use of a Dun and Bradstreet (D&B) Data Universal Numbering System (DUNS) number is required on all applications for Federal agreements or cooperative agreements. Please provide your organization's DUNS number in your budget application.

ARTICLE XVIII. <u>TERMS AND CONDITIONS OF AWARD</u>

Prior to award, the Applicant will comply with the certification requirements of 49CFR Part 20, U.S. Department of Transportation New Restrictions on Lobbying and 49 CFR, Part 29, U.S. DOT Government-wide Requirement for Drug Free Work Place (Grants). Certification requirements are electronically available for download at www.whitehouse.gov/omb/grants/index.html

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

Prior to award, Grantees must be registered in System for Award Management (SAM); www.sam.gov.