



Notice of Funding Opportunity (NOFO)

Federal Agency

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

Funding Opportunity Title

Fatality Analysis Reporting System (FARS) Program

NHTSA NOFO Number

693JJ921R000025

Assistance Listing Program Number (formerly CFDA)

20.614 - National Highway Traffic Safety Administration (NHTSA) Discretionary Safety
Cooperative Agreements

Key Dates

NOFO Posted Date:	24 August 2021
NOFO Questions Due Date:	31 August 2021
Application Due Date:	28 September 2021

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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

Fatality Analysis Reporting System (FARS) Program

C. ANNOUNCEMENT TYPE

Initial Announcement

D. FUNDING OPPORTUNITY NUMBER

693JJ921R000025

E. ASSISTANCE LISTING PROGRAM NUMBER (formerly CFDA)

20.614 - National Highway Traffic Safety Administration (NHTSA) Discretionary Safety
Cooperative Agreements

F. KEY DATES

NOFO Posted Date:	24 August 2021
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MISSION

The National Highway Traffic Safety Administration (NHTSA), an operating mode of the U.S. Department of Transportation (Department), was established by Congress to save lives, prevent injuries, and reduce economic costs due to motor vehicle crashes through education, research, safety standards, and enforcement activity. Within NHTSA's National Center for Statistics and Analysis (NCSA), the Office of Data Acquisition (ODA) is responsible for providing timely, complete, and high-quality data for use by NHTSA and the Department for motor vehicle safety research and analysis to reduce crashes, injuries, deaths, and associated medical costs. NHTSA conducts these activities pursuant to 49 U.S.C. Chapter 301, 23 U.S.C. Chapter 4, and other provisions of Federal law.

SECTION A - PROGRAM DESCRIPTION

A.1 PURPOSE AND OBJECTIVE

The purpose of this Cooperative Agreement (CA or Agreement) is to provide the Recipient with resources to collect and analyze motor vehicle safety data consistent with NHTSA's records-based data collection programs:

1. The Fatality Analysis Reporting System (FARS), a census of all police-reported fatal motor vehicle crashes in the United States (50 States, District of Columbia, and Puerto Rico), where crash information is analyzed, coded, and stored in NHTSA's Records-Based Information Solution (RBIS). Also, FARS collects and enters fatalities resulting from non-traffic fatal crashes information in RBIS;
2. The Crash Report Sampling System (CRSS), a sample of police-reported crashes involving motor vehicles, pedestrians, and cyclists, ranging from non-traffic crash injuries to property-damage-only crashes, and to those that result in fatalities.

The objective of this Cooperative Agreement is to collect, analyze, and store data under the FARS and CRSS programs. In general, the data collection efforts will provide comprehensive motor vehicle crash information that permits States and designated NHTSA-support contractors to perform in-depth analysis used for highway safety planning and programming functions. The data gathered is also used by States to apply for and receive highway safety grants. The Cooperative Agreement will assist States both technically and financially.

A.2 PROGRAM AUTHORITY

NHTSA may enter into a cooperative agreement with a State or local agency, authority, **association, institution, or person to carry out activities authorized by the Highway Safety Act of 1966**, P.L. 89-564, as amended (see 23 U.S.C. § 403(b)(2)).

A.3 BACKGROUND

Started in 1975, FARS is a national data collection system that contains information on all known police-reported motor vehicle crashes in which there was at least one fatality. For the purposes of the FARS program, a reportable fatality is a death that occurs within 30 days (720 hours) of the motor vehicle crash and is a direct result of the crash. Initial identification of fatalities under FARS often comes from police reported crash data files or police crash reports (PCRs) but may come from any available source. Detailed information on the circumstances of the crash and persons and vehicles involved may be obtained from a wide variety of sources including police accident reports, driver licensing files, vehicle registration files, state highway department data, emergency medical services records, medical examiner/coroners' reports, toxicology reports, and death certificates.

The FARS serves as an important resource to NHTSA and other stakeholders such as Congress, other federal agencies, States, the traffic/highway safety community. FARS analysts enter State fatal crash information into the FARS Records-Based Information Solution (RBIS) data entry system. These data become official FARS data after completion of the quality control process and approved by NHTSA's senior leadership. The approved FARS data are then released to the public. The data collection process for a given year takes approximately 18 months to complete and is accomplished in phases. The first phase is conducted approximately four-six months after the end of a calendar year, in which the file is halted for an intense quality control process that works toward achieving the highest level of completeness and data quality. After the first phase is approved, this file is released to the public as the Annual Report File. Then, the same file continues to be processed for another six months period to ensure information is updated to meet 100 percent completeness and quality levels as well as to add any outstanding fatal cases. On December 31st, the file is permanently closed, and a final quality control process is repeated on this file. Approximately six months later, the file is released to the public as the Final FARS.

The FARS data provides an understanding and description of the national and the State's traffic safety environment. The FARS data also affords a basis for decision-making in areas of traffic and motor vehicle safety and countermeasure development. For example, States have benefited from the collection of FARS data that allows them to conduct problem analysis, establish performance goals, evaluate the impact of their highway safety programs and decisions, and qualify for federal highway safety grants.

From the program's inception, NHTSA and the States have worked together to improve FARS information collection and entry by using focused guidance, training, and technical support. The results have been a greater ability to classify and understand crashes and to use data to perform analysis. In addition, by creating common infrastructure and methodology among States, these agreements have streamlined collection efforts, resolved differences in data collection and analysis, and built national uniformity across the FARS program. The on-going improvements have allowed States to use FARS data to better assess their traffic safety programs in relation to national statistics and data collected by other States. These agreements seek to build on the successful, collaborative efforts of the past.

In addition to FARS, NHTSA seeks to support States to collect motor vehicle crash report data

beyond crashes involving a fatality. NHTSA will support the State to collect police-reported crashes involving all motor vehicles, pedestrians, and cyclists. Likewise, NHTSA will support the collection of motor vehicle crash documentation to ensure a comprehensive collection process within the State, leveraging data sharing agreements with relevant partners ranging from Federal, State and local law enforcement and emergency medical services, hospitals, medical examiners, and drug testing labs to name a few. The motor vehicle crash data collection and analysis help estimate the overall crash picture both nationally and within a State, allowing for the identification of highway safety problem areas and providing a comparison basis between State data and overall national statistics. Like FARS, the analysis of these data serves as an invaluable tool for States to review and set their traffic safety priorities.

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 **\$35,000,000** to fund up to fifty-two (52) discretionary, non-competitive Cooperative Agreements for sixty (60) months. NHTSA's obligation under each Cooperative Agreement may range from \$25,500 to \$3,825,000 to provide services for the period of performance. All funding is subject to the availability of funds.

NHTSA will only accept one (1) application from each eligible applicant (see Section C.1). The total amount of funds provided to the Recipient will depend on the depth and quality of the program/proposal submitted for consideration. 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 per Recipient.

B.4 PERIOD OF PERFORMANCE

All work required hereunder including preparation, submission, review, and acceptance of the final reports shall be completed no later than sixty (60) months after the effective date of the Cooperative Agreement.

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 Cooperative Agreement only.

ACOR (AA)	Alternate Contracting Officer Representative Assistant Agreement
CA	Cooperative Agreement
CDAN	Crash Data Acquisition Network
CO	Contracting Officer
CS	Contract Specialist
COR (AA)	Contracting Officer Representative Assistant Agreement
CRSS	Crash Report Sampling System
EDT	Electronic Data Transfer
FAR	Federal Acquisition Regulation
FARS	Fatality Analysis Reporting System

NACT	New Analyst and Coder Training
NCSA	National Center for Statistics and Analysis
NHTSA	National Highway Traffic Safety Administration
PARSE	Police Accident Report Sampling Engine
PCR	Police Crash Report
RBIS	Records-Based Information Solution
SWT	System-Wide Training
VIN	Vehicle Identification Number
WBT	Web-based Training

As used in this NOFO:

“Case materials” are records collected by the FARS analyst to complete the coding of a FARS case, to include the primary source of the case, the police crash report, supplemental crash reports such as a crash reconstruction report, medical examiner/coroner’s report, toxicology report, EMS report, and vital statistics, among other critical, relevant source materials to completely code a fatal crash case. Case materials are also referred to as motor vehicle crash information.

“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.

“COR (AA)” means “Contracting Officer’s Representative (Cooperative 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.

“FARS Case Criteria” is the condition in which a fatal crash case is included in FARS. It must involve a motor vehicle traveling on a traffic way customarily open to the public and must result in the death of a vehicle occupant or a nonoccupant within 30 days of the crash.

“FARS Data” refers to State data that has been entered in the RBIS manually or via electronic data transfer, processed, and officially approved and published by NHTSA.

“FARS Supervisor” refers to either a coding or non-coding manager with oversight responsibilities of the FARS Unit. This individual may serve as a back-up analyst, provide coding assistance, as needed, in addition to supervisory responsibilities. A supervisor that only provides administrative and or operational oversight of the FARS Unit and does not participate in any coding activities is considered a “non-coding” supervisor. Non-coding supervisors do not have access to any FARS Intranet applications.

“Motor Vehicle Crash” is an event that produces injury and/or property damage,

involves a motor vehicle in transport, and occurs on a trafficway or while the vehicle is still in motion after running off the trafficway. (Source: *ANSI-D16*)

“Production Data” refers to State police-reported fatal crashes that meet FARS case criteria, including associated case materials, entered into the RBIS manually or electronically, that is undergoing an intensive quality control process prior to being released as the official FARS Annual or Final File.

“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 this Cooperative Agreement.

“RBIS” means the “Records-Based Information Solution.” The RBIS refers to the designated Federal records-based data entry system used to collect, store, and process production data and case materials.

“State Data” is the collection of State computer and paper data files coded from police crash reports and associated case materials.

“State Manager” refers to the State employee that directly or indirectly oversees the department, division office where the FARS unit is housed. The State manager plays an active or passive role in ensuring that FARS staffing needs are met and may also serve as the point of contact for the Cooperative Agreement. The State manager may serve as the FARS supervisor, but this varies by State.

B.6 STATEMENT OF RESPONSIBILITIES

A. Specific Conditions for this Cooperative Agreement

The Recipient will meet the following specific conditions:

Condition 1: Kick-Off Meeting

Within thirty days (30) of the Cooperative Agreement award, the Recipient will meet with NHTSA via video conference or similar video conference platform to discuss the project’s objectives, planned course of action, the Recipient’s methodology, responsibilities, milestones and deliverables, and to begin finalizing the project plan for the project which was submitted as a part of the application. The Recipient should include its key project team members and be prepared to provide a 20-30-minute presentation describing the project. NHTSACOR (AA), CO, and other relevant staff will be present at the briefing.

Condition 2: Roles and Responsibilities of State Personnel Assigned to FARS

The Recipient will ensure that the FARS analyst(s) focus their time on the roles and responsibilities associated with meeting the conditions of the Agreement. Any work project outside the scope of the roles and responsibilities associated with the FARS

program shall be approved by the NHTSA COR (AA) (i.e. conducting State-specific crash entry into a system outside the RBIS).

Upon award and for the duration of the project, the Recipient will provide adequate staff to provide supervision, information gathering, coding, and administrative tasks such as financial and progress reports. The Recipient is encouraged to consider a FARS unit structure that resembles the following: a FARS supervisor, FARS analyst(s), and a backup analyst(s). However, the final make-up of the FARS unit is based upon the Recipients capacity and organizational structure.

FARS personnel may vary in their roles and level of effort. Specifically, analysts are dedicated to FARS as either full or part-time, or back-up analysts depending on the State's organizational structure.

Condition 3. FARS Data Reporting

The Recipient will develop and maintain all appropriate procedures necessary to track the status of each motor vehicle crash resulting in a fatality in the State.

- The Recipient will adhere to the Crash Data Acquisition Network (CDAN) Rules of Behavior. The Recipient will not use automated procedures to process or modify information within the FARS RBIS without prior written permission from the COR (AA) identified in this Cooperative Agreement.
- Within thirty (30) days from the point a fatal crash meets the FARS case criteria, the Recipient will enter the case into the FARS Early Notification Screener. To be precise, the fatality must occur within 720 hours from the date and time of the crash to meet FARS case inclusion criteria.
- The Recipient will submit basic fatal crash information (that covers the date, time, number of fatalities, and police jurisdiction).
- The Recipient will report a fatal motor vehicle crash that occurs on a holiday period into the FARS Early Notification Screener no later than 24 hours after the end of the holiday period. A holiday period is one of the following holidays New Year's Day, Memorial, Independence Day (July 4), Labor Day, Thanksgiving, and Christmas.¹
- No later than 120-days of the fatality, the Recipient will finish coding each official FARS case into the RBIS. The required FARS case criteria consist of

¹ A holiday period is defined as follows:

If the holiday falls on Monday, the holiday period is from 6:00 pm Friday to 5:59 am Tuesday.

If the holiday falls on Tuesday, the holiday period is from 6:00 pm Friday to 5:59 am Wednesday.

If the holiday falls on Wednesday, the holiday period is from 6:00 pm Tuesday to 5:59 am Thursday.

If the holiday falls on Thursday, the holiday period is from 6:00 pm Wednesday to 5:59 am Monday.

If the holiday falls on Friday, the holiday period is from 6:00 pm Thursday to 5:59 am Monday.

data elements pertaining to the crash, pre-crash descriptors, and each involved driver, vehicle, and person (as defined by the FARS/CRSS Coding and Validation Manual in effect at the time of coding).

- The Recipient will use the FARS RBIS to report monthly fatality and case counts. No later than the 21st day of the month, following the last month reported, reports must be submitted into the FARS RBIS. Data reports shall be cumulative. The number of months for which data shall be reported includes all months beginning with January of the previous calendar year through the month immediately preceding the month during which the report is issued. For example, the report submitted in May 2021 will consist of monthly fatality data for the Recipient's State for the period January 2020-April 2021.
- The Recipient may need to work closely with other State agencies to access required information (e.g., death certificates, coroner's reports, toxicology information or drug and alcohol information, BAC, out-of-state vehicle/driver information). The Recipient will enter into memorandums of understanding or other agreements with relevant State agencies for access to required information. While the agreements/MOUs are established between the State entities, the Recipient will share such agreements with NHTSA. In cases where relevant information may not be readily available to the Recipient, in coordination with the COR, the Recipient will develop a process for obtaining information from alternative sources to fulfill the conditions of this Agreement. Any changes to source documentation and collection will be documented in the State Procedures Manual.
- There may be occasions when the State determines that a crash fatality does not meet the FARS case criteria. In those instances, the State will report the exclusion using the FARS Early Notification Type designation and retain the case information for each such crash fatality for the same retention period as cases that meet the FARS case criteria. The rationale for determining that the case does not meet the FARS case criteria shall be retained with the file.
- The Recipient will require that each FARS analyst will provide FARS Intranet generated production reports to the non-coding FARS Supervisor or relevant State manager monthly. Production reports provide a status of the timeliness and completeness of the information gathering and coding process, as well as the quality level of the information. The production reports are intended to help improve data collection processes with key data owners/stakeholders, identify potential stopgaps, and or reveal coding anomalies. At no time should the production reports be used for trend analysis, as an interpretation of preliminary data, or to determine analyst level of effort. The recommended production reports include, but are not limited to, the following monthly reports:

- a. Monthly Benchmark,
- b. Monthly Fatality and Case Counts,
- c. State Metrics Summary, and
- d. Data Elements Metrics.

State Managers requiring additional RBIS reports, outside the production reports above, shall provide a written request, with a description and justification of the report(s) needed, the frequency, and use of the reports to the NHTSA COR (AA) for discussion and approval.

Condition 4. FARS Training

The Recipient will ensure that all personnel performing under this Agreement will successfully complete training as set forth below.

- The Recipient will ensure that each new FARS supervisor, FARS analyst, and backup analyst(s) complete the standard new analyst and coder training (NACT) course within six (6) months of being selected to perform under this Agreement. NACT training consists of two (2) non-consecutive, week-long classroom trainings and or the completion of other required trainings that may be held in person or online. The Recipient agrees that each new FARS analyst and coding supervisor will complete the on-line FARS Basic Lesson as part of the NACT. Any required trainings will be specified by the COR (AA). The completion of any specified trainings is a requirement for all personnel who collect, analyze, and enter the fatal motor vehicle crash information in the RBIS data entry system.
- The Recipient will ensure that only those personnel who have received the proper training and who have demonstrated an ability to fully comprehend the FARS program and its coding protocol are authorized to determine if a case will or will not be reported as a FARS case, and analyze, and enter the FARS case information in the RBIS data entry system.
- The Recipient will ensure that FARS analyst(s) and FARS coding supervisor(s) will attend NHTSA-sponsored annual System-Wide Training (not exceeding ten (10) days each year) and all other scheduled NHTSA-sponsored training sessions.
- The Recipient will ensure that State managers who oversee and provide non-coding support to the State FARS unit will participate in ad-hoc, specifically, designed web-based training, webinars, or meetings.

All training sessions are structured as in-class/person sessions, except where noted. However, in unusual circumstances, NHTSA may provide training through a virtual learning platform. The Recipient will coordinate all training with the COR (AA).

Condition 5. Develop and Maintain State FARS Procedure Manual

The Recipient will develop and maintain a State FARS unit procedure manual that includes information such as data sources, reporting and collection procedures, as well as routine FARS activities. It is also strongly recommended that a current and comprehensive contact list be included in this manual. The list should include State and local agencies and other relevant partner agencies that supply information and support routine FARS activities. The Recipient will submit an annual, updated procedure manual in an electronic format to the COR (AA) no later than mid-October. A template of the manual will be provided to the Recipient as a reference.

Condition 6. Data Security and Privacy Protection

The Recipient will ensure that all information technology (IT) systems will be secured and maintained from unauthorized access. Under this Cooperative Agreement, the Recipient understands that data entered to the FARS RBIS will comply with Federal law and DOT security and privacy policies and requirements where applicable. USDOT privacy policies are available for viewing at <https://www.transportation.gov>.

While collecting, reviewing, and processing motor vehicle crash data, FARS analysts and coding supervisors, will have access to sensitive information concerning individuals involved in a motor vehicle crash. The Recipient will maintain the privacy of individuals involved in motor vehicle crashes. Only authorized FARS personnel and individuals authorized by NHTSA will be permitted access to case information. police crash reports, medical records, and other sensitive information shall not be left out where they may be viewed by unauthorized personnel. The Recipient will securely store sensitive hard copy information, in a locked filing cabinet for example, of the State FARS unit facility when not in use. Likewise, the Recipient will secure electronic case materials in a secure electronic State system with controlled access.

The Recipient will maintain FARS case materials, both hard copy and electronic consistent with NHTSA's four (4) year retention policy, which includes the agreement year in which the records are collected and reported and the three preceding years. The storage and retention of the FARS case materials are the responsibility of the Recipient. NHTSA does not store FARS case materials (i.e., police crash reports, death certificates, toxicology reports). NHTSA maintains the Annual Report File and Final FARS File, which is limited to coded elements and attributes associated with the case materials used to create a FARS case indefinitely upon publication.

Once State data is entered into the RBIS manually or via electronic data transfer, all case materials are subject the following Federal security and privacy laws and policies.

- a) Protection of Information. All IT services utilized to meet the requirements must comply with the requirements of OMB Memorandum M-06-16, "Protection of Sensitive Agency Information" and "DOT Information Technology and Information Assurance Policy Number 2006-22: Implementation of DOT's Protection of

Personally Identifiable Information (PII).”

- b) FDCC Compliance. Any IT solution, including but not limited to hardware, software, firmware, and telecommunications, proposed to meet the requirements must be accessible and usable from desktops compliant with OMB Memorandum M-07-11, “Implementation of Commonly Accepted Security Configurations for Windows Operating Systems” (Federal Desktop Core Configuration – FDCC).
- c) HSPD-12 Compliance. Any IT solution, including but not limited to hardware, software, firmware, and telecommunications, proposed to meet the requirements must be compliant with Homeland Security Presidential Directive/HSPD- 12, “Policy for a Common Identification Standard for Federal Employees and Contractors,” OMB Memorandum M-05-24, “Implementation of Homeland Security Presidential Directive 12,” OMB Memorandum M-06- 18, “Acquisition of Products and Services for Implementation of HSPD- 12,” and the HSPD-12 implementation at the Department of Transportation.

Condition 7. FARS Disclosure Requirements

During the period of performance, the Recipient will adhere to applicable Federal, State, and local information law and policies regarding FARS data. Due to the nature of the collection process and coordination with NHTSA during the performance of this Agreement, the applicability of disclosure laws and policies may differ. While the Recipient must adhere to all applicable law, the Recipient will adhere to the conditions provided in this Agreement. Any State law or policy that may conflict or hinder performance with this Agreement should be reported immediately to the NHTSA COR-AA. The following activities may require the application of differing disclosure principles.

- **State Data**
State police crash reports and associated materials processed by the State prior to being entered into the RBIS are State records. The release and or use of these data will be carried out at the discretion of the Recipient in accordance with its State laws and policies.
- **FARS Data**
Once State data is submitted to the RBIS, all applicable Federal security and privacy laws and policies apply. The Recipient agrees that he or she will not disclose, reveal, allow access to, or otherwise provide information contained in the RBIS to anyone other than the designated State personnel assigned to and performing work under this Agreement. The State agrees not to **publish or label RBIS data as official FARS Data until it has undergone all NHTSA quality control processes and is officially approved and published by NHTSA.**

As a general matter, the Recipient will have access and use of the final, quality

controlled Annual and Final file only after all conditions of quality control and privacy are met, and the files are officially published by NHTSA for public review and analysis.

NHTSA releases official FARS data twice a year, annually. There are two scheduled file releases for each calendar year of FARS data, **the Annual Report File and the Final File**. The **Annual Report File** is a preliminary version of the FARS data that is used to produce an annual assessment of all reported fatal cases and case data for the prior calendar year. Once officially approved, then the **Annual Report File** is made available to the public. The data in this file is subject to revision and additional fatal cases may be added; thus, another file is produced, which is referred to as the **Final File**. The **Final File** reflects the final version release of the FARS annual files. NHTSA releases the **FARS Final File** the following year.

The Recipient will refer all third-party requests for FARS data prior to its official release to the COR (AA).

Condition 8. Requests for Production Data

At no time is production data available for analysis or use. If the Recipient receives requests for production data, the Recipient will refer the requestor to the following sites: NHTSA's National Center for Statistic and Analysis (NCSA) tools, publications, and data at <https://cdan.nhtsa.gov/>. Here requestors will find a variety of FARS and CRSS query reporting tools and traffic safety publications. The resources include: the FARS Encyclopedia (<https://www-fars.nhtsa.dot.gov/Main/reportslinks.aspx>), the Traffic Safety Facts Annual Report Portal (<https://cdan.nhtsa.gov/tsftables/tsfar.htm#>), State and county key traffic safety metrics (<https://cdan.nhtsa.gov/stsi.htm>), and custom queries using published data, are available using the Fatal and Injury Reporting System Tool (<https://cdan.dot.gov/query>), which can prove useful for data mining and analysis.

For additional assistance with special data analysis requests, the Recipient should direct requestors to NCSARequests@dot.gov.

Condition 9. Participate in State Traffic Records Coordinating Committee Meetings

The Recipient will participate in their State Traffic Records Coordinating Committee (STRCC) meetings, specifically, the FARS supervisor or FARS analyst(s) are encouraged to attend these meetings. STRCC works to benefit States in many ways including ensuring that complete, accurate, and timely traffic safety data are collected and analyzed, and made available at the local, State and national levels. Furthermore, the STRCC network can support efforts for developing and establishing electronic data sharing platforms or agreements for more timely data collection and transfer. Other STRCC tasks range from responding to data requests to developing and implementing programs informing other organizations of the type and quantity of available FARS information. Establishing

valuable working relationships with the members of the STRCC can create inroads for collecting important fatal crash information. However, it is not as important as the timely gathering, coding, and entering of fatal crash information. Therefore, resources for this condition should not exceed 5% of the cost of the overall support of the FARS program each year.

Condition 10. Form Agreements with State Data Owners

To obtain critical fatal motor vehicle case materials for the FARS program, the Recipient may need to request and receive approval for access to information held by other State entities. This information may reside in: Police Crash Reports, State Vehicle Registration Files, State Driver Licensing Files, State Highway Department Data, Vital Statistics, Death Certificates, Coroner/Medical Examiners Reports, and Emergency Medical Services Reports.

The Recipient will submit any information-sharing agreements or memorandums of understanding with the COR (AA) to ensure that the agreements do not contradict or indirectly impact NHTSA and its analysis and publication practices. The Recipient may be reimbursed for State records fees to obtain associated fatal crash information. However, the NHTSA COR (AA) must be notified in advance and must be provided a written request before submitting a reimbursement for States records fees.

Condition 11. FARS Quality Control Infrastructure

The quality of the FARS data is critical to its usefulness to the Recipient and NHTSA. NHTSA established quality control objectives for FARS and enacted uniform quality control measures to ensure delivery of complete, accurate FARS data consistent with NHTSA's file delivery schedule. NHTSA performs various quality control processes to ensure the timeliness, completeness and accuracy of data collected from the FARS units. The Recipient will work in conjunction with NHTSA to accomplish the FARS quality objectives:

a) **Timeliness**

NHTSA references two primary metrics associated with timeliness: 1) Early Notification reporting of a fatal crash refers to the time elapsed from the crash date to when the Recipient initially enters "*the record of that crash*" in the FARS Early Notification Screener (ENS). Early Notification should be entered in ENS within 14 days from the date the first crash-related fatality occurs. Early Notification reporting sets the parameter of the fatal crash census for the Recipient's FARS data. 2) Entry of the "*FARS case*" in the FARS RBIS data entry system should occur within 120 days from the date the first crash-related fatality occurs. The RBIS data entry metric gauges the progress by the FARS unit towards coding the cases identified in the Early Notification census in the RBIS data base. NHTSA uses a schedule of monthly benchmarks to monitor the pace of case entry in RBIS by each FARS unit. Beginning in April of each calendar year, the Recipient will target a monthly case entry goal of entering 95% of known FARS cases for a specified range of months in RBIS. The

April benchmark targets January cases for that calendar year. Each subsequent benchmark adds one month to the cumulative range of months targeted for case entry in RBIS. In April of the following calendar year, the benchmark goal shifts to targeting 100% of known January-December cases entered in RBIS for crashes occurring in the preceding calendar year. NHTSA records the benchmark goal progress on the fourth Thursday of each month. Specific dates are posted by NHTSA on the FARS Intranet and within the RBIS application.

The *monthly benchmark process* supports NHTSA's requirement to report a census of fatal crashes in the two publicly released FARS data files – the Annual Report File and the Final File.

b) Accuracy and Consistency

NHTSA references three primary aspects related to the assurance of accurate and consistent FARS data – analysis of the crash details, error-free data entry, and internal consistency of data entered in a case:

- 1) The FARS analyst(s) interpretation of the source documents is used to code the case in RBIS, in which aligns with NHTSA's coding guidance provided in the FARS/CRSS Coding and Validation Manual and any State Specific Coding Instructions (SSCI) provided to the FARS analysts. The NHTSA's coding guidance is based on case material documents unique to the State and corresponding to the calendar year of the crashes. The Recipient may elect to participate in an annual case recoding project offered by NHTSA to evaluate the alignment of the FARS analyst's analytical interpretation of case materials with the FARS/CRSS Coding and Validation Manual, State documentation, and the SSCIs using the same source documents used by the FARS analyst to originally code the case in RBIS.
- 2) The FARS analyst performs error-free transcription of FARS data attributes from source documents into the FARS RBIS and selects from the range of defined attributes associated with each FARS data element. If the Recipient transmits their State data via electronic data transfer (EDT), those EDT populated data attributes must be reviewed in each case by the FARS analyst to ensure accurate transcription. If the FARS analyst identifies conflicting information in the source documents, the FARS analyst must apply the available coding guidance from the FARS/CRSS Coding and Validation Manual and/or the SSCIs to select the most accurate data attribute. NHTSA teaches each FARS analyst a method of reviewing edit check logic to determine whether data requires correction or an edit check override if the facts of the case show an exception to the logic of the edit check. The FARS analyst must provide a detailed written explanation for each edit check override in the RBIS record. NHTSA also provides various quality control reports to aid the FARS analyst to identify data entry errors (i.e. Range Check, Inconsistency Edit Checks, Duplicate VINs etc.)
- 3) NHTSA develops and maintains an extensive array of edit checks to evaluate

the FARS data for internal consistency at the time the FARS analyst enters the case in the RBIS. RBIS programming permits the FARS analyst to monitor edit check activity in real time during the case entry process. The Recipient's FARS analyst(s) will monitor the data to determine if any internal inconsistencies occurred and shall resolve all identified inconsistencies. NHTSA reviews the reasons for overridden rules and triggers a review of any that appear to be improperly overridden. NHTSA also provides various quality control reports to enable FARS analysts to identify data inconsistencies (i.e. Internal Consistency Edit Checks, Range Check, Overridden Rule Report, Case Structure Integrity)

NHTSA will provide additional quality assurance support to the Recipient by reporting on possible inconsistencies and inaccuracies in the Recipient's data through direct feedback from the COR (AA) and or the data quality monitoring efforts of NHTSA data operations/quality control liaison. The Recipient will review cases identified in the various quality control processes and correct errors to assure the highest standard of accuracy in the FARS Annual Report and Final files and to ensure the Recipient receives maximum value from participating in the FARS program.

NHTSA supports data accuracy and consistency efforts through other quality control practices in which the Recipients are expected to participate. Some of these efforts include:

- The development and review of State Specific Coding Instructions (SSCI) to support consistent interpretation of the State crash report as it corresponds to the FARS data variable attributes.
- Quality Control (QC) site visit working sessions with NHTSA FARS data operations/data quality liaison; site visits entail a review of the Recipient's FARS operations and targeted case review with on the job training delivery.
- NHTSA data mining and data validation projects generate culled listing of cases that require verification and/or correction by the FARS analyst.
- The development and annual review of EDT mapping schemas for data elements and attributes transmitted via EDT.

The accuracy and consistency goal for the Recipient is to have less than 2% of the entries for each data element incorrectly coded or entered. The COR (AA) will keep the Recipient informed of how closely it is meeting those goals and will provide advice on how to increase accuracy and consistency if required via the NHTSA FARS data operations/data quality liaison.

c) Completeness

NHTSA defines data completeness as the extent that RBIS data elements contain a known attribute sourced through primary documents associated with the case. Deficits in data completeness may be reflected by 1) blank data fields or 2) a preponderance of "unknown" or "not reported" values that likely represents a lag or gap in acquiring the needed information. The Recipient will coordinate with data stakeholders to collect

and collate the information needed to code a FARS case completely in the RBIS. Typically, document sources include the crash report and supplements, driver license status and history, vehicle registration, toxicology dispositions and reports, death certificates or extract reports, EMS run times, and any other State specific reports that may contribute to completing FARS case coding. NHTSA uses an algorithm in the RBIS to assign an overall case quality score to each case and assigns a QC Level Rankings 1, 2, 3, 4, S or U to each case. The QC Level Ranking reflects the overall completeness of a case based on the number of blanks combined with the number and type of edit checks triggered in the case.

NHTSA uses a schedule of monthly benchmarks to monitor the overall completeness of cases entered in RBIS by each FARS unit. Beginning in April of each calendar year, the Recipient will target a monthly overall case quality goal of entering 90% of known FARS cases for a specified range of months in RBIS at QC Level 1, 2 or 3. The April benchmark targets January cases for that calendar year. Each subsequent benchmark adds one month to the cumulative range of months targeted for overall QC Level 1, 2 or 3 in RBIS. In April of the following calendar year, the benchmark goal shifts to targeting 100% of known January-December case quality at QC Level 1, 2 or 3 in RBIS for crashes occurring in the preceding calendar year. NHTSA records the benchmark goal progress on the fourth Thursday of each month. Specific dates are posted by NHTSA on the FARS Intranet and within the RBIS application. The Recipient should endeavor to have less than 5% of the entries for each data element as blank or unknown.

NHTSA provides various quality control reports within the RBIS application and on the FARS Intranet to enable FARS analysts to list blank data variables and identify data acquisition deficits (i.e. Blanks reports, data variable specific blanks reports, data variable specific “unknown” reports).

NHTSA limits access to data element metric reports to **only** to the FARS analyst(s) and the FARS coding supervisor. Data element metric reports are available on the FARS Intranet and provide insight into missing elements and data sources. Completeness is evaluated by determining if the FARS file contains the appropriate number of cases for any given month, based upon independently reported monthly fatality counts from the Recipient and previous trends. NHTSA monitors completeness through its quality control procedures, pending case, and monitor reports.

Condition 12. FARS Quality Control Deliverables

The monthly data quality benchmark goals established by NHTSA described in Condition 11, sections a) and c) support NHTSA’s efforts to deliver a census that accurately describes the events and characteristics of each fatal crash contained therein. NHTSA relies on the Recipient to align the operations of the FARS unit to accomplish the benchmark goals each month.

- a) The Recipient will meet requirements under the Cooperative Agreement,

including any of the quality control benchmarks for a specific month. The quality control Benchmark Report is due the 4th Thursday of each month and is generated automatically through the RBIS.

- b) The Recipient is required to report promptly to the COR (AA) any problems/issues with meeting requirements under the Cooperative Agreement. This includes any failures to meet the FARS quality control procedures and the established monthly data quality benchmarks.

If the Recipient fails to meet benchmark requirements, the details associated with the problems/issues identified, including steps to remedy the problems/issues identified will be submitted to the COR (AA) and Quality Control lead as part of the Quarterly Progress Report (Section F.3.1). Specifically, the documentation will outline the reasons why Cooperative Agreement requirements, including the identified benchmark(s) were not met; any obstacles encountered that limited data acquisition; proposed timeframe(s) when the information may be acquired/entered; and if needed, a request to NHTSA for additional support. If the issues identified involve problems with acquiring data from another jurisdiction (e.g., a State entity, a local jurisdiction, etc.), the report shall include the jurisdiction name and a point of contact for the jurisdiction.

Under circumstances where identified problems persist, at the request of either party, the Recipient's program manager and higher-level State manager will meet with the COR (AA) and higher-level NHTSA management, if necessary, to discuss the performance issues and develop a plan and timeline to resolve such issues. For on-going problems, NHTSA may take additional actions such as imposing specific conditions on Recipient performance (2 CFR § 200.301) and withholding payment (2 CFR § 200.339).

Condition 13. Recode Program

On an annual basis, the Recipient will produce a subset of FARS cases for recoding, as an additional quality control activity. The goal of the recode program is to assist with identifying topics for training, additional coding guidance in the Coding and Validation manual, and case review for data correction.

The Recipient will submit to NHTSA's recode contractor source documents for a sample of 10-30 cases (based on the total number of FARS cases processed annually in a State). The recode process will provide feedback and guidance to the State FARS unit based on the recode findings. The findings are based on all differences between the expert coders recoding the case and the original coding performed by the FARS analyst. NHTSA will coordinate an annual conference call with each State FARS unit to review the findings from the recode process and finalize any coding guidance needed to address identified issues. NHTSA will prepare and deliver a final report to the Recipient with the recode findings, as well as guidance on any necessary data changes based on the recode findings. The Recipient will review and complete any data corrections required by the recode

findings. If the case sample indicates any broader patterns of miscoding, the Recipient will coordinate with NHTSA to conduct an expanded case review to identify all cases that may be affected by that identified pattern. If the expanded case review identifies a larger pattern, the Recipient will perform an extensive, targeted case review and correction. The annual recode program starts in May each year. Refer to the Milestones and Deliverables schedule for a specific timeline.

Condition 14. Administration of the FARS Cooperative Agreements

The Recipient, the FARS Supervisor, and State manager(s) agree to participate in bi-annual update calls with the COR (AA) and ACOR (AA) to discuss operations, administration, and other pertinent FARS matters.

Condition 15. Other Data Collection Activities

The Recipient will collect State data and submit the data to NHTSA for the following.

a) Non-Traffic Fatalities

A small subset of the fatalities collected through the FARS program are non-traffic crash fatalities. The Recipient will ensure that the fatalities resulting from non-traffic fatal crashes are entered into the RBIS data entry system and the associated police crash reports for those non-traffic fatalities are uploaded to the RBIS monthly. The Recipient will receive a monthly reminder from the FARS Intranet to process these cases by the last day of each month.

b) Crash Reporting Sampling System (CRSS) - Options

The Crash Report Sampling System (CRSS) is a sample of police-reported motor vehicle crashes involving all types of motor vehicles, pedestrians, and cyclists, ranging from non-traffic injury crashes to property-damage-only crashes, and to those that result in fatalities. CRSS is used to estimate the overall crash picture, identify highway safety problem areas, measure trends, drive consumer information initiatives, and form the basis for cost and benefit analyses of highway safety initiatives and regulations. To be eligible for the CRSS sample, a police crash report must be completed and reported to the State; it must involve at least one motor vehicle traveling on a traffic way; and the crash must result in property damage, injury, or death. CRSS collects data across 30 states and 60 Primary Sampling Units (PSUs), or county (counties) boundaries with several hundred local police jurisdictions included. To streamline data collection efforts, the FARS cooperative agreement is seeking states to provide crash reports for CRSS through more efficient options. Below is a list of CRSS States:

Alabama	Maine	Pennsylvania
Arizona	Maryland	South Carolina
California	Massachusetts	South Dakota
Colorado	Michigan	Tennessee
Florida	Minnesota	Texas
Georgia	New Jersey	Utah
Illinois	New York	Vermont
Iowa	North Carolina	Virginia
Kentucky	Ohio	Washington
Louisiana	Oklahoma	Wisconsin

Under this option, the Recipient will submit police crash reports (PCRs) that cover not only fatalities but also involve injuries and property damage. NHTSA will work with the Recipient to identify PCRs that are within scope. The collection, however, will only involve data from PCRs that are completed and reported to the State. If the Recipient participate in CRSS, it will select one of the participation methods provided below.

- i. **Option 1 -Access to State Crash Reporting System:** The Recipient will provide NHTSA with access to State crash reporting system(s) to enable NHTSA and a designated NHTSA-support contractor to collect the PCRs. With this option, the Recipient will explain the requirements for system access to NHTSA and manage the access so that required data can be collected by NHTSA and a designated NHTSA-support contractor on a regularly. PCR collection frequency will vary by location.
- ii. **Option 2: Submission of CRSS information:** The Recipient will collect the PCRs from its State crash database based on the CRSS Primary Sampling Unit identified by NHTSA. With this option, PCRs, in various electronic formats (i.e. PDF or via EDT implementation), will be provided to NHTSA and a designated NHTSA-support contractor. The Recipient will submit a separate budget reflective of the level of effort required to implement and or maintain the electronic transmittal of crash reports. The Recipient can either submit a PDF of the PCR to NHTSA or select a more automated process, such as the Electronic Data Transfer (EDT). EDT is the nightly transfer of data from the States and these data are automatically pushed into the CRSS data collection system. Should the Recipient already have EDT capability, this option should reflect costs associated with integrating the CRSS processes. If a Recipient does not have EDT capability, see option d below for information on becoming an EDT State.
- iii. **Option 3 – PARSE Entry, Coding, and Management:** The Recipient will collect the PCRs from a list of selected police agencies identified by NHTSA. With this option, the State will take responsibility for all CRSS data collection activities to include listing and sampling, coding, and quality control. The listing requires entering select crash data directly from the PCRs into an electronic application called the Police Accident Report Sampling Engine (PARSE). The

PARSE application will then select a sample of the PCRs to be uploaded into the application and stored for future coding. The CRSS RBIS is the application used to code CRSS selected cases. Quality control activities include monitoring CRSS intranet reports, as well as, coordinating with the Quality Control Resource Center; quality control is an on-going task throughout the data collection year. NHTSA will provide the necessary training for State personnel to support all aspects of this option including listing and using PARSE. NHTSA also will provide additional resources including manuals that provide additional details and guidance on these requirements.

The Recipient may designate any personnel it chooses to be responsible to meet these data collection activities.

Prior to the start of this Cooperative Agreement, the Recipient and NHTSA will agree-upon which option will be used to complete these requirements. The Recipient may not change the agreed upon option until communicating with the COR (AA) and reaching a new agreement.

The recipient will submit a separate cost estimate to cover the costs associated with participating in CRSS and its associated program expenses.

As stated in Condition 12(b), the Recipient will report promptly to the COR (AA) any problems/issues with meeting the requirements of this section.

c) CRSS Training

For Recipients that agree to participate in CRSS data collection according to Option 3 of Condition 15(b), the Recipient will ensure that all personnel receive the proper training and fully comprehend the CRSS data collection, analysis, and coding requirements outlined in this subsection.

The Recipient will ensure that each analyst completes both the CRSS Sampling and new analyst and coder training course within 6 months of being hired. This includes making provisions for new analysts to travel out of State to attend two, week-long classroom trainings and or to complete other required trainings that may be held in person or on-line. Any required trainings will be specified by the COR (AA). The completion of any specified trainings is a requirement for all personnel who work on these data collection activities.

The Recipient will require any personnel that work on CRSS data collection activities will attend NHTSA sponsored Annual System-Wide Training (not exceeding five (5) days each year).

The Recipient will ensure that CRSS samplers participate in a biannual, multi-day sampling training is held for CRSS samplers. This training is based upon quality control findings and any updates to the sampling parameters.

d) Electronic Data Transfer (EDT) - Optional

The Recipient has the option to participate in NHTSA's Electronic Data Transfer protocol. Electronic Data Transfer refers to the automated transfer of State motor vehicle crash and injury data, including fatalities, injuries, and property damage, to NHTSA to support NHTSA's FARS and CRSS, activities. The benefits of EDT are to advance real-time decision making, reduce the burden of data collection, improve data quality, facilitates transfer, merging, and sharing, and makes data available sooner.

Establishing an EDT protocol will require coordination with other NHTSA's program offices. If the Recipient is interested in establishing an EDT protocol, the Recipient will provide the COR with a statement of intent and cost estimate as part of this submission.

B.7 DELIVERIABLES (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, except for those required in hard copy.

Item Number	Condition Number	Milestone (M)/Deliverable (D)	Due Date
1.	1	Kick-Off Meeting (conference call) (M)	Within 30 days of award
2.	2	FARS Personnel & Roles (M)	Upon award and On-going
3.	3	Data Reporting – Early Notification Screener data entry (D)	Within two weeks of each reportable fatality
4.	3	FARS Case Data Reporting - Complete case data entry (D)	Within 120 days of the reportable fatality
5.	3	Data Reporting – Monthly Fatality and Case Counts (D)	By the 21 st day of each month
6.	3 & 12	Quality Control Report-Benchmark report (D)	4 th Thursday of each month
7.	4	New Analyst and Coder Training attendance (D)	Two, one-week sessions in the Spring, Two, one week in the Fall
8.	4	Annual System-wide Training attendance (D)	Once per year, typically, mid-or the latter part of January
9.	5	State FARS Unit Procedures Manual (D)	Mid-October
10.	7	Release Requirements (M)	On-going
11.	9	Participate in Traffic Record Coordinating Committee (M)	On-going
12.	13	Submit FARS Recode sample to NHTSA coding contractor (D)	May – August
13.	13	FARS Recode reports submitted to FARS units and State Specific-Rules Conference calls held with FARS Units (M)	December – April
14.	13	Recode Final State-Specific Reports published, and FARS units shall correct data before the file freeze (M)	April – May
15.	14	Bi-annual Recipient/FARS Supervisor Conference Calls (M)	Twice per year, agreed-upon date
16.	15	Other Data Collection Activities – Non-Traffic Fatalities (D)	Monthly, last day of each month
17.	F.3.1	Quarterly Progress Reports (D)	No later than the 15 th of the month following the month being reported
18.	F.3.2	Annual Report (D)	11 th month of the current calendar year

B.8 PLACE OF DELIVERY

All deliverable items shall be furnished by the due date to the following addresses in the number of “electronic” copies specified. Unless otherwise noted, correspondence should be made through email.

Item Number	Number of Electronic Copies	Name and Address
3,4,5,12, 13, 15, F.3.1, and F.3.2	1	TBD at award, Contracting Officer’s Representative COR (AA) NHTSA/DOT, Office of Traffic Records and Analysis 1200 New Jersey Ave., SE, WTBD Washington, DC 20590 [Email TBD]
F.3.2	1	TBD at award, Contract Specialist DOT/ NHTSA, Office of Acquisition Management 1200 New Jersey Ave., SE, W51-123 Washington, DC 20590 [Email TBD]

SECTION C - ELIGIBILITY INFORMATION

C.1 ELIGIBLE APPLICANTS

The Recipient will have either ownership and/or direct access to State crash data and systems, as well as established policies and procedures for the integration of, linkage or access to relevant fatal crash data.

This is a NOFO for a discretionary Assistance Agreement to provide financial assistance to the Recipient to gather, analyze, and store information under NHTSA's comprehensive records-based data collection programs.

The Recipient must have a demonstrated ability to accomplish the efforts specified in Section B.6.C.

C.2 COST SHARING OR MATCHING

Cost-sharing and/or matching requirements while not required under this NOFO, are encouraged. The Recipient may seek funds from other Federal, State, local, and private sources to augment those Federal funds available under this NOFO. Credit 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): **Fatality Analysis Reporting System (FARS) Program**
- Opportunity Number: **693JJ921R000025**
- Assistance Listing Program 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: Brian Powell
Phone: (937) 666-4511 ext 227

D.2 CONTENT AND FORM OF APPLICATION SUBMISSION

Each application package must include the following required documents:

- The application shall not exceed **20 pages** (not including resumes or appendices). The application must be in English.
- No cost/price data shall be included in the Technical Application.
- Be written in electronic format (e.g., using MS Office 2016) in APA Style, (6th edition where appropriate -especially for citations and references).
- Cost data will be provided in excel format.
- **NHTSA cannot receive email messages containing a ZIP attachment. The file will be removed, as all ZIP files are blocked. Other file types (e.g. Word, PowerPoint, PDF, etc.) can be received.**
- 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," 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>.
- The Recipient will submit a statement that it will comply with the requirements in 49 CFR Part 32, subpart B.

- SFLLL: Disclosure of Lobbying Activities. 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 can be accessed by going to <https://www.gsa.gov/forms-library/disclosure-lobbying-activities>.
- The Recipient will 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 Recipient will also justify each proposed cost by explaining how each cost was calculated and determined to be fair and reasonable. Finally, the Recipient will also include copies of any supporting documentation it may have (i.e., indirect cost rate agreements, etc.) as part of the budget package. Each state shall be notified of its ceiling amount IAW historical data. If there is a discrepancy between the proposed ceiling amount and the amount the state is requesting, please bring that to our attention as soon as possible. Applicants shall utilize the provided excel sheet labeled *FARS FY 2022 424A Supplemental Budget Information* to submit their detailed cost breakdown.
- Non-Federal funding sources are encouraged. Since activities may be performed with a variety of financial resources, the Recipient will need to fully identify all project costs and its funding sources in the proposed budget. The proposed budget must identify all funding sources in enough detail to demonstrate that the overall objectives of the project will be met.
- 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.*** The application for this program must include the following information in the program narrative statement:
 - A table of contents including page number references and 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 Recipient will complete the tasks outlined in the Statement of Work and must describe their technical capability and experience;

- Schedule of milestones and deliverables;
 - Qualifications- Provide the resumes of proposed staff with an organizational chart and staffing plan; and
 - 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 Recipient will 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 Recipient.
- 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, the Recipient will document and support the proposed costs so thoroughly that no additional information is needed by NHTSA.
 - The Recipient will 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.

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

The Recipient is required to:

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

NHTSA may not make an award to the Recipient until the organization has complied with all applicable DUNS and SAM requirements. If the Recipient has not fully complied with the requirements by the time NHTSA is ready to make an award, NHTSA may determine that the Recipient is not qualified to receive an award and rescind its request for an application. **NHTSA will review the Recipient's registration status to make a responsibility determination and to ensure that the Recipient 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

The Application must be submitted no later than 1:00 p.m. Eastern Time, **on 28 September 2021**. NHTSA will provide an acknowledgment of application receipt via email.

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 Brian Powell, Contract Specialist, at NHTSAOAM@dot.gov with a copy to Brian.Powell.ctr@dot.gov. To allow for sufficient time to address questions appropriately, all questions must be submitted via email no later than 1:00 P.M. Eastern Time on **31 August 2021**.

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 cooperative agreement and cost principles in 2 CFR Parts 200 and 1201.
- NHTSA will not reimburse the Recipient for pre-award costs.
- The Government's obligation under this Cooperative Agreement is contingent upon the availability of appropriated funds from which payment for the Agreement purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this Agreement and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.
- Funds awarded under this Agreement are subject to 23 U.S.C. § 313, Buy America, which prohibits the use of the Government's funds to purchase steel, iron, and manufactured products, unless they are produced in the United States.
- The Recipient will notify the COR of any computing device needs, in writing. The Recipient will meet specific security criteria and conditions before the COR will provide written approval for such purchases.

D.6 OTHER SUBMISSION REQUIREMENTS

The application should include:

- The NHTSA NOFO Number: 693JJ921R000025.

Application Submission:

Applications must be submitted in the form of an electronic file attachment in Microsoft Word format (compatible with version 2016) in APA Style, (6th edition where appropriate especially for citations and references) and shall include, at a minimum, company name, address, point of contact, phone number, and subject reference NOFO number 693JJ921R000025 to the attention of Brian Powell, Contract Specialist, at NHTSAOAM@dot.gov with a copy to Brian.Powell.ctr@dot.gov, no later than **1:00 p.m. Eastern Time, on 28 September 2021**

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 **1:00 PM Eastern Time, on 28 September 2021**

National Highway Traffic Safety Administration (NHTSA)
Office of Acquisition Management (NFO-300)
Attn: Brian Powell
Vehicle Research & Test Center
Office: 937-666-4511 ext 227

Important: The timely submission of application packages is the **sole responsibility of the Recipient.**

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). NHTSA cannot receive email messages containing a ZIP attachment. The file will be removed, as all ZIP files are blocked. Other file types (e.g. Word, PowerPoint, PDF, etc.) can be received.

SECTION E - APPLICATION REVIEW INFORMATION

E.1 CRITERIA

NHTSA will evaluate and rate the application using the evaluation criteria below. Evaluation Factors 1 through 3 are equal. Evaluation Factor 5 will be evaluated but the evaluation will not be taken into account in the application's final rating.

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

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

The Recipient will explain its overall approach to fulfilling the project's conditions as described in Sections B.6.C.1 through B.6.C.15. At a minimum, the application should include a detailed, step-by-step approach for achieving the overall conditions. The Recipient should go beyond simply repeating the information provided in the cooperative agreement and presenting the information as its own.

A. EVALUATION FACTOR 1: Technical Plan

- The extent to which the Recipient will clearly and directly address all objectives outlined in the request for application (with emphasis on Sections B.6.C.1 through B.6.C.15), and the degree that it presents a sound and reasonable strategy for meeting all Cooperative Agreement requirements.
- The extent to which the Recipient has identified potential barriers to the project and the provided reasonable plans for mitigating or eradicating those barriers.
- The applicant's technical plan should identify approaches to support the goals of the project, with the potential for significantly enhancing environmental stewardship and community partnerships, and reflects Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities Through the Federal Government (86 FR 7009).

B. EVALUATION FACTOR 2: Personnel Qualifications/Organization

1. The extent to which the Recipient will describe a reasonable approach for managing proposed personnel and clearly describes the roles and responsibilities for the identified positions, including that proposed personnel have the proper level of education and experience to carry out the requirements of the FARS program.
2. The appropriate number of analysts and or back-up analysts are in place to meet the requirements of the FARS program for the State.

3. The soundness of the Recipient organization and the relevance of the organization's mission to the project.

C. EVALUATION FACTOR 4: Cost/Budget Evaluation

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

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

E.2 REVIEW AND SELECTION PROCESS

The application package will be reviewed initially to confirm that the Recipient included all of the items specified in Section D.2, Content and Form of Application Submission. A Technical Evaluation Committee (TEC) will then review the completed application and provide a recommendation for award.

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.
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 2021. 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 a cooperative agreement 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).

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 Cooperative Agreement Award;
 - Budget Approved by NHTSA;
 - Total Approved Cost Sharing or Matching, where applicable;
 - Project description;
 - Agency name and contact information for awarding official;
 - Assistance Listing Program Number (formerly CFDA) and Name;
 - Identification of whether the award is R&D; and
 - Indirect cost rate for the cooperative agreement.
- General Terms and Conditions as applicable including:
 - Cooperative Agreement Administrative Requirements;
 - National Policy Requirements; and
 - Recipient integrity and performance matters.
- Cooperative Agreement Performance Goals

F.2 ADMINISTRATIVE AND NATIONAL POLICY REQUIREMENTS

1. This Cooperative 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.
 - c. 49 CFR Part 32 Governmentwide Requirements For Drug-Free Workplace (Financial Assistance)
2. The Recipient will comply with subpart C of 2 CFR part 180 and shall include similar terms or conditions in lower tier covered transactions, as defined in subpart B of 2 CFR part 180.
 3. The Recipient will acknowledge in writing that no funds provided under the Cooperative Agreement will be used for lobbying activities as defined in 2 CFR § 200.450.
 4. The Recipient will have procedures in place to respond to an unauthorized disclosure or breach of an individual's personally identifying information (PII). The Cooperative 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 Cooperative Agreement Recipient will cooperate and exchange information with NHTSA, as needed, to properly escalate, refer, and respond to the incident.
 5. Under 2 C.F.R. 200.308(e), re-budgeting, or moving funds between direct cost budget categories in an approved budget, is considered significant when expenditures in a single direct cost budget category, increases or decreases from the approved budget amount for that budget period by 10 percent for awards that exceed the simplified acquisition threshold including moving funds to a cost category with no current funding allocation.

Prior approval requests encompass budgetary and programmatic needs on the part of the recipient organization and require a timely review and response by the COR(AA) to ensure continuity of the projects. The COR(AA) will review each request for prior approval to determine if what is requested requires prior approval (2 CFR 200.407). If not, the COR(AA) will respond that prior approval is not required.

The COR(AA) is required to respond to requests for prior approval of budget revisions within 30 calendar days of receipt, whether by letter, e-mail, a web-based system, or other means (2 CFR 200.308(i)).

Prior approval requests must be a formal, written document, that is:

- signed by an authorized organizational representative of the recipient, including any necessary documentation; and,
- submitted to the COR(AA) sufficiently in advance of making the proposed change, to allow adequate review of the request.

Approval must be granted by the COR(AA) before the recipient, or subrecipient, undertakes any of the activities contained in the recipient's request.

The non-Federal entity must request prior approval from the COR(AA) for the budget and/or performance revisions stated in 2 CFR 200.308(c)(1). If the recipient enacts the change before receiving the approval, the request is treated as a retroactive request 2 CFR 200.308(d)(1)). If the recipient implements the change without prior approval, and the approval is denied, the recipient assumes responsibility for any costs that were not approved and for completing the project utilizing the current terms and conditions of the award.

6. Under 2 C.F.R. 200.322, as appropriate and to the extent consistent with law, the Recipient should, to the greatest extent practicable under this award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Recipient shall include the requirements of 2 C.F.R. 200.322 in all subawards including all contracts and purchase orders for work or products under this award.
7. The Recipient agrees not incur, nor will the government reimburse the Recipient, for any "Overtime Premium" unless a request for Overtime is submitted in writing and approved in advance by the COR (AA). In requesting overtime, the Recipient will justify, in writing, the need to work overtime and what actions were taken to help mitigate the need for said overtime. The Recipient will include the names of individuals proposed for overtime, and the number of hours requested for each, and their associated "Overtime Premium". Only those individuals who receive an "Overtime Premium" will be eligible for "Overtime Premiums". The Recipient will only be eligible for overtime charges if its employee has dedicated his/her entire "Normal Workweek" to FARS-related work. The Recipient also will have an overtime policy that allows its employees to charge for overtime. NHTSA is not obligated, nor will it provide additional funds above the negotiated budget for overtime pay.
 - i. "Normal Workweek", as it applies to the Cooperative Agreement means work performed by an individual under this Cooperative Agreement that does not exceed 40 hours per week.
 - ii. "Overtime" as it applies to this Cooperative Agreement means work performed by an individual under this Cooperative Agreement that exceeds 40 hours per week.
 - iii. "Overtime Premium" is the difference between the contractor's regular rate of pay working within his/her "Normal Workweek" and the hourly rate paid to an individual for working "Overtime".

In accordance with section 200.431(b)(3)(i), the Recipient/State, local and Indian Tribal governments using the cash basis of accounting with unfunded/unrecorded leave liabilities cannot charge unused leave (payments to employees that retire or are terminated) directly to Federal programs. Charging all unused leave costs for separating employees in the same manner as it had charged the employees' salary costs (i.e., directly to the activities on which the employees were working at the time of their separation) would result in inequitable distribution of the unused leave costs, because the leave costs were accumulated over the entire period of employment while working on various programs. In addition, having the last program bear the burden of these unbudgeted costs creates an unfair distribution of costs to this program. Therefore, any State, Local or Tribal government using the cash basis of accounting should allocate payments for unused leave, when an employee retires or terminates

employment, in the year of payment as a general administrative expense to all activities of the governmental unit or component or, with the approval of NHTSA for indirect costs, the costs can be included in fringe benefit rates.

The Federal requirements allow for the payment of unused leave for Recipients under very specific, limited circumstances. These circumstances include that the leave must have been accumulated and the benefits must have been provided under the Recipient's established written policies. In addition, these same requirements do not allow Recipients with unfunded leave to charge potential payments as direct costs to a Federal assistance program (such as FARS Cooperative Agreements and Incentive grants). Such costs can only be reimbursed as part of a negotiated indirect rate or as part of "general administrative expense[s] to all activities of the governmental unit or component." The Recipient will submit inquiries associated with such costs to the COR (AA) for review and approval.

The regulations that govern whether various costs can be reimbursed under a Federal Cooperative Agreement can be found under the FAQs developed by the Office of Management and Budget as a companion to the revision of the Uniform Administration Requirements at 2 CFR Part 200. <https://cfo.gov/wp-content/uploads/2017/08/July2017-UniformGuidanceFrequentlyAskedQuestions.pdf>) (page 34).

9. NHTSA is committed to addressing equity in traffic safety, with respect to the development and implementation of programs and objectives described in this NOFO consistent with Executive Order 13985: Advancing Racial Equity and Support for Underserved Communities Through the Federal Government.

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 the Cooperative Agreement award. The Recipient will select the frequency of the report and maintain that schedule for the duration of the program. 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 (*Financial Statement refers invoices that reflect program expenses*).

Quarterly Reports should include:

- Accomplishments made during the reporting period (i.e., changes/modifications to the State FARS unit's workflow processes, communications with other State entities, responding to specific requests from NHTSA or the State Highway Safety Office),

- Changes in State laws that may have an impact on FARS data collection,
- Problems or delays that the Recipient has experienced that would directly impact the benchmarks established by the FARS and possible solutions for remedying these problems or delays,
- Specific action that the Recipient would like NHTSA to undertake to alleviate any challenges, and
- Changes in the State FARS unit staffing, retirements, and succession planning.
- Should the Recipient fail to meet benchmark requirements, the details associated with the problems/issues identified, including steps to remedy the problems/issues identified shall be submitted to the COR (AA) and Quality Control lead as part of the Quarterly Progress Report;
- Identified benchmark(s) were not met; any obstacles encountered that limited data acquisition; proposed timeframe(s) when the information may be acquired/entered; and, if needed, a request to NHTSA for additional support. If the issues identified involve problems with acquiring data from another jurisdiction (e.g., State entity, a local jurisdiction etc.), the report shall include the jurisdiction name and a point of contact for the jurisdiction.

Note: The Recipient may request permission to submit an invoice for reimbursement monthly, provided that the invoice includes the justification for each invoiced item for the period.

F.3.2 Annual Report

The Recipient will prepare and submit an Annual report to the NHTSA COR (AA) in the 11th month of the current calendar 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 calendar year. The annual report will also include a 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. No later than 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.

SECTION G – FEDERAL AWARDING AGENCY CONTACTS

Primary NOFO Point of Contact

Brian Powell, CTR, Contract Specialist

Phone: (937) 666-4511 ext 227

Email: NHTSAOAM@dot.gov with a copy to Brian.Powell.ctr@dot.gov

Secondary NOFO Point of Contact

Reba Dyer, Contracting Officer

Phone: (202) 366-7387

Email: NHTSAOAM@dot.gov with a copy to reba.dyer@dot.gov

Grants.Gov Applicant Support

For technical issues or questions related to Grants.gov, please email support@grants.gov or call (800) 518-4726.

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.3 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 adverse 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.4 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.5 PLACE OF PERFORMANCE

TBD

H.6 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.7 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 NHTSA'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.9 ENCOURAGING POLICIES TO BAN TEXT MESSAGING WHILE DRIVING

A. As used in this Agreement; "Driving" –

- 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
- 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.

B. The Recipient is encouraged to –

- 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 this cooperative agreement.
- 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 will that neither the Recipient, nor any Sub-Recipient, shall make public releases of information or any matter pertaining to this NOFO and the Assistance 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 Assistance Agreement. The provisions of this clause shall be included in all sub-recipient agreements at any tier.

H.11 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 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 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 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 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)]