



**COOPERATIVE AGREEMENT
FOR
DEVELOPING AND PROMOTING A NATIONAL “CULTURE OF SAFETY”
STRATEGY IN EMERGENCY MEDICAL SERVICES (EMS)**

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

ACTION: Announcement of a Request for Applications (RFA) for Developing and Promoting a “Culture of Safety” Strategy in Emergency Medical Services (EMS).

SUMMARY: This effort will include planning for and facilitating a National EMS “Culture of Safety” National Conference (Conference) and development and dissemination of a National EMS “*Culture of Safety*” Strategy (Strategy). This Strategy will include information about “where we are” and “where we want to be” with both patient and EMS personnel safety. With information collected at the national conference, as well as, additional input and research done by the Steering Committee and Grantee a series of Steering Committee meetings will be facilitated in the Washington, DC area to develop the Strategy.

FOR FURTHER INFORMATION, CONTACT: General administrative and program questions may be directed to the Office of Acquisition Management to the attention of Ms. Brenda K Brummer, Contract Specialist (CTR), via e-mail: NHTSAOAM@dot.gov. All questions submitted must include a reference to NHTSA Request for Application No. **DTNH22-10-R-00384**. To allow for sufficient time to address questions appropriately, all questions must be received **via e-mail** no later than **3:00 P.M. Eastern Time, Friday, June 18, 2010**.

FINAL SUBMISSION DATE: Application(s) must be submitted to the National Highway Traffic Safety Administration, Office of Acquisition Management (NPO-320), ATTN: Brenda K. Brummer, 1200 New Jersey Avenue, S.E., W53-404, Washington, D.C. 20590. All application(s) submitted must include a reference to NHTSA Request for Application No. **DTNH22-10-R-00384**. Complete packages will be considered only if received on or before **3:00 P.M. Eastern Time on Friday, July 9, 2010**.

Applicant(s) shall provide a complete mailing address, including Point of Contact, where Federal Express mail can be delivered.

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**DEVELOPING AND PROMOTING A NATIONAL “CULTURE OF SAFETY”
STRATEGY IN EMERGENCY MEDICAL SERVICES (EMS)**

STATEMENT OF WORK

ARTICLE I STATEMENT OF AUTHORITY

ARTICLE II INTRODUCTION

Emergency Medical Services (EMS) has been identified as a high risk industry with injuries and deaths among both EMS personnel and the public. EMS personnel are routinely exposed to factors that threaten their personal safety and this, in turn, can impact the safety of the patients they serve. There is also evidence that suggests one of the biggest risk factors for EMS personnel are combative patients and bystanders whom they encounter in the field. Moreover, there are times when a patient’s safety is negatively impacted by the inadvertent actions taken by EMS personnel while providing care for the patient. Regardless of how EMS personnel or the patients they serve are harmed, the public, government and EMS industry have a duty to identify these threats and find ways to remove and reduce the harmful impact.

ARTICLE III BACKGROUND

The National EMS Advisory Council (NEMSAC) recommends, as its top priority, that the National Highway Traffic Safety Administration (NHTSA) and the rest of its Federal partners move forward with developing and promoting a “Culture of Safety” in EMS. Safety of EMS personnel and patients is also an integral component of the NHTSA’s comprehensive program to improve the safety and well-being of EMS personnel and the public.

The topic of errors in medicine also received great notoriety with the Institute of Medicine report “*To Err is Human...*” in 1999. Now, ten years after the report, some solutions are making their way through the health care system. It is not yet clear, however, that these principles have been widely adopted and ingrained by the EMS Community. The principles that create a safer environment — particularly, leadership that creates and fosters an environment without fear of admitting and learning from mistakes — are not absent from the community but have not been broadly adopted.

The lack of a comprehensive EMS injury data system, capable of collecting, cataloging and reporting standardized EMS crash and non-crash related injury data, severely limits the EMS industry’s ability to develop, test and implement mitigation strategies to protect EMS personnel. The task of identifying injury causative factors becomes far too speculative without timely, accurate, complete, integrated and accessible data that includes location, cause, contributing factors, and related activities associated with injuries involving EMS personnel.

There are limited sources of existing data that identify threats to personnel and patient safety. Evidence suggests that non-vehicle crash related injuries are by far the most numerous and their cost to the EMS industry and society is staggering. Non-vehicle crash injuries also present the biggest challenge for researchers as there are few established data definitions and repositories for the collection and analysis of these types of incidents.

An essential element in creating a “Culture of Safety” in EMS is establishing a baseline of known hazards and injuries. Existing Federal and non-Federal systems for measuring worker, patient and public injuries and fatalities fall short of meeting the current needs of the EMS industry.

ARTICLE IV PURPOSE

The NHTSA Office of EMS will initiate a thirty-six (36) month project titled, *Developing and Promoting a “Culture of Safety” in EMS*. This effort will include planning for and facilitating a National EMS “Culture of Safety” National Conference (Conference) and development and dissemination of a *National EMS “Culture of Safety” Strategy (Strategy)*. Like past NHTSA-developed Agenda and Strategy documents, the *Strategy* will include information about “where we are” and “where we want to be” with both patient and EMS personnel safety.

The Grantee will bring together a project Steering Committee of representatives from a variety of national EMS and Safety organizations, Federal government and others who will assist the Grantee with planning and facilitating the Conference and with development of the *Strategy*.

The Grantee, with assistance from the Steering Committee, will then plan for and facilitate the National EMS “Culture of Safety” Conference to include Federal partners, national EMS and safety organizations and others to discuss the issues of, and barriers to, creating and promoting a “Culture of Safety” in EMS. This multi-day meeting will focus on both EMS personnel and patient safety issues and will be the catalyst for developing the *Strategy*. The conference will take place in the Washington, DC area and all travel for select meeting participants (excluding the Federal partners) will be paid by the Grantee through this agreement.

With information collected at the national conference, as well as, additional input and research done by the Steering Committee and Grantee, a series of Steering Committee meetings will be facilitated in the Washington, DC area to develop the *Strategy*. Drafts of the *Strategy* will be written by an expert writer who is identified by the Grantee and approved by NHTSA. All drafts will also be available for broader EMS community input throughout the process and this effort will culminate with a larger national review meeting in the Washington, DC area prior to the Grantee submitting the final version to NHTSA.

As a final step before submitting the final draft Strategy to NHTSA for approval, the Grantee will ensure that NEMSAC, and particularly their Oversight, Analysis and Research (OAR) and Safety committees, has an opportunity to review the suggested strategies so they can make further recommendations to NHTSA and its Federal partners.

ARTICLE V STAFFING REQUIREMENTS

All requirements of this Cooperative Agreement should be completed in a timely manner. The Grantee is responsible for providing sufficient personnel, both in terms of number and relevant expertise, to meet all requirements within the deadlines specified in this agreement. To that end, at a minimum, the Grantee shall provide a project lead who shall be responsible for ensuring that the Grantee’s work is performed to the satisfaction of the Government and in a timely manner. The project lead shall serve as the key interface between the Grantee and the Government and shall be responsible for communicating regular progress updates to the COTR, as well as, report any issues or problems that may arise and potential solutions. The Grantee shall also provide additional personnel to successfully facilitate the meetings and complete written materials. Personnel may include a research associate, a project assistant, a financial or budget person, an administrative assistant, a technical writer, an editor and others as necessary.

ARTICLE VI NATIONAL EMS AND SAFETY STAKEHOLDERS REPRESENTATIVES

This project requires significant involvement of other national EMS and safety organizations to ensure its success. It is essential that the national conference include sufficient representation of the

EMS and safety community to be successful. Likewise, the same level of involvement must be maintained during the development of the *Strategy* to ensure its success. Effective and on-going communications between the Grantee and the EMS and safety communities is imperative.

A. Steering Committee

The Grantee shall invite and support up to 15 representatives from the national EMS and safety community to participate in the Steering Committee.

B. National Conference

1. The Grantee shall support travel, lodging and meals for up to 30 national EMS organizational representatives for this conference, as well as, supporting the Steering Committee's attendance. Organizational representatives will be selected from the list of potential national EMS and safety organizations provided by the NHTSA COTR.
2. In addition, the Grantee shall ensure that there is ample room and facilities for up to 200 people to attend the actual conference.

C. National Review Meeting

1. The Grantee shall support travel, lodging and meals for up to 30 national EMS organizational representatives for this meeting, as well as, the supporting the Steering Committee's attendance. Organizational representatives will be selected from the list of potential national EMS and safety organizations provided by the NHTSA COTR.
2. In addition, the Grantee shall ensure that there is ample room and facilities for up to 200 people to attend the actual meeting.
3. The following is the list of national EMS and safety organizations to be considered to participate on the steering committee (up to 15 members), the national conference and the national review meeting:

- American Academy of Orthopedic Surgeons
- American Academy of Pediatrics
- American Ambulance Association
- American College of Emergency Physicians
- American College of Osteopathic Emergency Physicians
- American College of Surgeons Committee on Trauma
- American Trauma Society
- Association of Air Medical Services
- Commission on Accreditation of Ambulance Services
- Commission on Accreditation of Medical Transport Systems
- Committee on Accreditation of Educational Programs for the EMS Professions
- Continuing Education Coordinating Board for EMS
- Emergency Medical Services for Children National Resource Center
- Emergency Nurses Association
- EMS Labor Alliance
- Governors Highway Safety Association
- International Association of Fire Chiefs
- International Association of Fire Fighters
- International Association of Flight Paramedics
- National Association of Emergency Medical Technicians
- National Association of EMS Educators

National Association of EMS Physicians
National Association of State EMS Officials
National EMS Advisory Council
National EMS Management Association
National Fire Protection Association
National Native American EMS Association
National Organization of State Offices of Rural Health
National Registry of EMTs
National Rural Health Association
National Volunteer Fire Council
Society for Academic Emergency Medicine
State and Territorial Injury Prevention Directors Association

ARTICLE VII GENERAL REQUIREMENTS

Due to the nature and complexity of the project, the Grantee should anticipate close and frequent interactions with the COTR and other relevant Federal staff. Grantee personnel should expect much personal communication with agency staff in the course of conducting and refining the work required under this cooperative agreement. The project lead should expect frequent contact with the COTR to discuss such issues as work accomplished to date, progress in specific areas or on specific points of analysis and any changes in approach that the Grantee may deem necessary.

A. CONDUCT NATIONAL EMS “CULTURE OF SAFETY” CONFERENCE

1. The Grantee shall perform all services necessary to organize, conduct and facilitate the National meeting. This includes handling all meeting logistics and providing lodging and travel arrangements for up to 30 national organizational representative attendees, as well as, the Steering Committee. The Grantee shall provide all necessary support services for the meeting including invitations, meeting facilitation, recording meeting proceedings and providing meeting materials to all meeting attendees.
2. The Grantee shall develop a list of meeting invitees with input of the COTR. The number of meeting invitees shall be determined based on the number needed to achieve the purpose and objective of this agreement. The COTR will review and approve the final list of meeting invitees.
3. In addition, the Grantee shall ensure that there is ample room and facilities for up to 200 people to attend the actual conference.

B. DEVELOP NATIONAL EMS “CULTURE OF SAFETY” STRATEGY

1. The Grantee shall perform all services necessary to organize, conduct and facilitate a series of meetings of the Steering Committee and possibly other identified subject matter experts who will be tasked with developing the *Strategy*. This includes handling all meeting logistics and providing lodging and travel arrangements for Steering Committee attendees. The Grantee shall also provide all necessary support services for the meetings including invitations, meeting facilitation, recording meeting proceedings and providing meeting materials to meeting attendees. The Grantee shall conduct literature reviews and other activities to assure the Strategy is, to the extent practical evidence-based,

2. The Grantee shall also develop a list of meeting invitees for the National Review Meeting. The purpose of this meeting is to get final buy-in and comments from the national EMS community on the draft *Culture of Safety Strategy* prior to the Grantee submitting to NHTSA in final format. The number of meeting invitees should be determined based on the number needed to achieve the purpose and objective of this cooperative agreement. The COTR will review and approve the final list of national review meeting invitees.
3. In addition, the Grantee shall ensure that there is ample room and facilities for up to 200 people to attend the actual conference.

ARTICLE VIII SCOPE OF WORK

For the period as hereinafter set forth, NHTSA and the Grantee shall cooperatively furnish the necessary personnel, equipment, and facilities and otherwise perform activities necessary for or incident to the performance of work (the accomplishment of objectives) as set forth below:

A. Specifically, NHTSA will:

1. Provide a Contracting Officer's Technical Representative (COTR) to participate in the planning and management of this Cooperative Agreement and to coordinate activities between the Grantee and NHTSA.
2. Provide information and technical assistance from available government resources as determined appropriate by the COTR.
3. Provide liaison with other government/private agencies as appropriate; and,
4. Stimulate the exchange of ideas and information among recipients of related projects through periodic meetings.
5. Assure the input of the National EMS Advisory Council to the Grantee.

B. Specifically, the Grantee shall perform the work outlined below to accomplish the objectives of this project:

1. Conduct Project Start-up Meeting

The Grantee shall conduct an hour-long project kickoff meeting at USDOT HQ to NHTSA OEMS and other invited Federal staff. The purpose of this meeting is to give an overview of the project and discuss plans and process to meet the milestones and deliverables of the agreement. The Grantee will allow ample time for questions and answers at the end of the presentation.

2. Submit Revised Work Plan to NHTSA COTR

The Grantee will revise its work plan based on any pertinent feedback from the Start-up Meeting and submit to the COTR for Contracting Officer approval.

3. Monthly Progress Reports

The Grantee shall furnish a monthly progress report to the Contracting Officer by the 15th of each month being reported. The report shall include:

- a. Accomplishments made during the reporting period.
- b. Funding expended during reporting period.

- c. What is planned for accomplishment during next reporting period.
- d. Problems and/or delays Grantee has encountered in conduct of services.
- e. Specific actions that Grantee would like NHTSA to undertake to solve problem.

4. Establishing a Steering Committee for the Project

The Grantee and the COTR shall work together to determine up to 15 potential Steering Committee participant organizations. The Grantee will then send letters of invitations to the organizations requesting at least one member of their organization to participate on the Steering Committee for the duration of the project. The goal of this group is to assist the Grantee with planning and facilitating the National EMS “Culture of Safety” Conference, writing and revising drafts of the National EMS “Culture of Safety” Strategy and assisting with Grantee with planning and facilitating the National Review Meeting for the Strategy prior to submission of a final draft to NHTSA. The Grantee shall establish monthly conference calls of the Steering Committee, COTR and themselves.

5. Planning for and Facilitating the National EMS “Culture of Safety” Conference

The Grantee, working closely with the Steering Committee and the COTR, will plan for and facilitate the Conference in the Washington, DC area. The Grantee shall determine the best place to facilitate a meeting of up to 200 persons and shall fund travel and logistics for the Steering Committee members and select key participants for the conference as established and approved by the COTR.

6. Developing the National EMS “Culture of Safety” Strategy

The Grantee shall plan and facilitate at least three face-to-face meetings of the Steering Committee in the Washington, DC area, as well as, monthly conference calls to develop drafts of the *Strategy* document. The Grantee will write drafts of the *Strategy* based on feedback from the national EMS community, the Steering Committee, NEMSAC and the COTR. Drafts of the document will be posted to the Grantee’s web site to help facilitate national review. Once a final draft is completed, the Grantee will plan for and facilitate a two-day National Review meeting in the Washington DC area. The Grantee will support travel and logistics for the Steering Committee members and for key national organization representatives identified by the COTR.

7. Submitting the Final Draft of the National EMS “Culture of Safety” Strategy to NHTSA

Once the National Review meeting is complete, the Grantee shall revise the draft and make it available to the Steering Committee and then NEMSAC for their final review and input. Once the Steering Committee and then NEMSAC completes their review, the Grantee will run the final draft through a technical editor to prepare it for submission to the NHTSA COTR. The final draft will then be submitted to the NHTSA COTR to begin the NHTSA internal review process. The Grantee shall make themselves available throughout this process should the COTR need any additional assistance with editing the document as it gets prepared for final posting on www.EMS.gov.

ARTICLE IX ELIGIBILITY REQUIREMENTS

Any legal entity that possesses the demonstrated background, knowledge, experience and skills to complete this project is eligible. Interested applicants are advised that no fee or profit will be allowed under this Cooperative Agreement program.

ARTICLE X CONFLICT OF INTEREST**A. Award Policy**

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

1. The Applicant shall provide a statement in its proposal which describes in a concise manner all past, present or planned organizational, financial, contractual or other interest(s) with an organization regulated by U.S. DOT, or with an organization whose interests may be affected substantially by Departmental activities, and which is related to the work under this Cooperative Agreement Announcement. The interest(s) described shall include those of the Applicant, its affiliates, proposed consultants, proposed subcontractors and key personnel of any of the above. Past interest shall be limited to within one year of the date of the Applicant's technical proposal. Key personnel shall include any person owning more than 20% interest in the Applicant, and the Applicant's corporate officers, its senior managers and any employee who is responsible for making a decision or taking an action under this Cooperative Agreement where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.
2. 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.
3. 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.
4. 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.
5. The refusal to provide the disclosure or representation, or any additional information required, may result in disqualification of the Applicant for award. If nondisclosure or misrepresentation is discovered after award, the resulting Cooperative Agreement may be terminated. If after award, the Grantee discovers a conflict of interest with respect to the Cooperative Agreement awarded as a result of this Cooperative Agreement Announcement, which could not reasonably have been known prior to award, an immediate and full

disclosure shall be made in writing to the NHTSA Contracting Officer. The disclosure shall include a full description of the conflict, a description of the action the Grantee has taken, or proposes to take, to avoid, or mitigate such conflict. The NHTSA Contracting Officer may, however, terminate the Cooperative Agreement for convenience if he or she deems that termination is in the best interest of the Government.

B. Milestones

EVENT	DAYS
Startup meeting at US DOT Headquarters	30 days
Revised work plan	60 days
Start process to establish the project Steering Committee	90 days
Begin to submit Monthly Progress Reports	90 days - monthly
Research sites to facilitate the National EMS "Culture of Safety" Conference	90 days
Finalize the project Steering Committee	120 days
Begin to conduct project Steering Committee conference call(s)	150 days – monthly
Send invitations for Conference to National organizations	180 days
Assist participants with travel planning for the Conference	210 days
Facilitate the National EMS "Culture of Safety" Conference and first face-to-face meeting of the project Steering Committee in the DC area	270 days
Develop first draft of the National EMS "Culture of Safety" Strategy	330 days
Regular project updates to NEMSAC and its committees (full face-to-face NEMSAC meetings and regular OAR and Safety committee conference calls). NEMSAC meets in Washington, D.C. area 3 to 4 times per year. Its committees usually meet monthly.	Ongoing
Develop second draft of the National EMS "Culture of Safety" Strategy and post on project web site	390 days
Compile national comments on second draft and provide to COTR and project Steering Committee	420-480 days
Develop third draft of the National EMS "Culture of Safety" Strategy	510 days
Send out invitations to the prospective National Review meeting participant organizations	530 days
Facilitate National Review and project Steering Committee face-to-face meeting in the DC area	600 days
Compile comments and suggestions from the National Review meeting and provide for COTR and project Steering Committee	630 days
Develop fourth draft for project Steering Committee review	690 days
Collect Steering Group comments	720 days
Develop a NEMSAC draft for their review	750 days
Send NEMSAC review draft to NEMSAC members and select committees for their review	780 days
Collect NEMSAC comments and incorporate into the final draft with careful coordination and consideration of the Steering Committee	840 days
Develop final draft National EMS "Culture of Safety" Strategy to submit to NHTSA COTR	900 days
Assist COTR with edits and changes to final draft while being internally reviewed at NHTSA	930-1,050 days
Project Completed	1,080 days

C. Deliverable

1. Delivery Schedule:

The following items shall be delivered under this Cooperative Agreement:

<u>Item</u>	<u>Deliverable</u>	<u>Due Date</u>	<u>Copies</u>
1.	Monthly Progress Reports	10 th day of each month	1
2.	Revised Work Plan (if applicable)	60 days post-award	2
3.	Invitations for Conference	180 days post-award	1
4.	First Draft of Strategy	330 days post-award	1
5.	Second Draft of Strategy	390 days post-award	1
6.	Third Draft of Strategy	510 days post-award	1
7.	Invitations for National Review	530 days post-award	1
8.	Fourth Draft of Strategy	690 days post-award	1
9.	NEMSAC Draft of Strategy	750 days post-award	1
10.	Final Draft to COTR	900 days post-award	1

2. Place of Delivery:

<u>Item</u>	<u>Address</u>	<u>Copies</u>
1-10	National Highway Traffic Safety Administration ATTN: COTR TIC/RPD/Office of EMS (NTI-140) 1200 New Jersey Avenue, SE, Suite W44-320 Washington, DC 20590	1
1&2	National Highway Traffic Safety Administration ATTN: Contracting Officer DOT-NHTSA, OAM 1200 New Jersey Avenue, SE, Suite W53-404 Washington, DC 20590	1

ARTICLE XI PERIOD OF PERFORMANCE

All work required herein including preparation, submission, and acceptance of the final versions of the National EMS "Culture of Safety" Strategy shall be completed no later than thirty-six (36) months from the agreed upon and established Award Date.

ARTICLE XII FINANCIAL ADMINISTRATION

A. Not-To-Exceed Amount

- The total not-to-exceed amount of Federal funding to be provided under this Cooperative Agreement is \$_____ [

2. Of this amount, Federal funds in the amount of \$_____ [] are currently available and are estimated to defray the costs of performance from the Cooperative Agreement Award Date through project completion. The current amount of Federal funds available may be increased at any time by the NHTSA Contracting Officer, subject to available appropriations, without concurrence of the Grantee. The Grantee shall not incur costs to be charged to the NHTSA, nor shall the NHTSA be obligated to reimburse the Grantee in excess of the Federal funds available under the Cooperative Agreement.
3. In the event that this Cooperative Agreement is not funded up to the total not-to-exceed amount of Federal funding, as set forth above, the Grantee shall, after notification from the NHTSA Contracting Officer, deliver to the NHTSA COTR all data collected and the material produced or acquired in connection with the performance of this Cooperative Agreement. The Grantee shall also provide NHTSA with three (3) copies of a summary report of progress and accomplishments to date.

B. Approved Project Budget

1. The Project Budget, dated _____, as further negotiated on _____ and amended on _____ is incorporated herein and made a part of this Cooperative Agreement.
2. Any reallocation of funds among budget items which does not result in an increase to the current Federal funds available, or to the total amount of Federal funding provided, whichever is lesser, shall require only prior written authorization from the NHTSA Contracting Officer and the issuance of a Revised Project Budget. Any reallocation of funds among budget items that will require an increase to the current Federal funds available, or to the total amount of the Federal funding provided, shall require a formal modification to this Cooperative Agreement.

C. Revisions to Budget and Program Plan.

1. Any revisions to the budget or program plans shall be required and approved in accordance with 49 CFR Part 19 "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations."
2. Pursuant to 49 CFR Part 19, Section 19.25, Revision of budget and program plans, if NHTSA elects to exercise its option under Subsection f, NHTSA may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for awards in which the Federal share of the program exceeds \$100,000 and cumulative amount of such transfers exceeds or is expected to exceed 10% of the total budget as last approved by the NHTSA CO. Any transferring of funds meeting the requirements of the above shall require the written approval of the NHTSA CO before any such transfers are implemented.

D. Payments.

1. **Minimum Requirements for Payment.** All costs claimed for reimbursement and payment, including the final payment, shall be submitted on a Standard Form 270, Request for Advance or Reimbursement, or any other format pre-approved by the NHTSA CO. The Grantee shall submit a claim for reimbursement by the 10th day of each month. (See Section V, Performance Deliverables/Milestones Schedule, Item #2.) The information required for each reimbursement claim shall, at minimum, contain the following.
 - a. Grantee's Name;
 - b. Cooperative Agreement No. DTNH22-_____;
 - c. Invoice Number;

- d. Invoice Date;
 - e. Contracting Officer (Chelly Johnson-Jones, (202) _____);
 - f. COTR's Name ([TBD], (202) _____; E-mail: _____);
 - g. DUNS Number;
 - h. Contract Specialist (Brenda Brummer, (202) _____);
 - i. Direct Labor Cost, including hours and hourly rates;
 - j. The period of performance for the costs claimed;
 - k. Current and cumulative amounts of the following item costs: direct labor; fringe benefits; material costs; consultant costs; subGrantee costs; travel costs itemized including origin and destination; and any other supporting data for unusual expenditures.
2. Where to send Reimbursement Claims. The Grantee shall submit one (1) original invoice and supporting documentation to:
- DOT/NHTSA
Mike Monroney Aero Center
Accounts Payable Branch, AMZ-150
P.O. Box 268911
Oklahoma City, OK 73126
3. Payment Certification. The NHTSA COTR or alternate COTR (see Section VII, Paragraphs A and B) shall review and recommend payment for each invoice by certifying whether the goods and services have been satisfactorily rendered by the Grantee under this Agreement.
4. Payment Approval. The NHTSA CO or designee (i.e., Contract Specialist) shall approve all payments made under this Agreement. Payments are subject to satisfactory progress and acceptance of the Quarterly Progress Reports and Annual Productivity Report by the NHTSA COTR.

ARTICLE XIII TERMINATION

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

ARTICLE XIV PROJECT OFFICERS

NHTSA: (Contracting Officer's Technical Representative (COTR))

National Highway Traffic Safety Administration
ATTN: [TBD]
TIC/RPD/Office of EMS
1200 New Jersey Avenue, SE
Washington, DC 20590

ARTICLE XV TERMS AND CONDITIONS

Prior to award, each applicant shall comply with the certification requirements of 49 CFR Part 20, U.S. DOT New Restrictions on Lobbying, and 49 CFR Part 29, U.S. DOT Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirement for Drug Free Work Place (Grants). Certification requirements are electronically available for download at <http://www.whitehouse.gov/omb/grants/index.html>.

In addition, prior to award each applicant shall comply with the NHTSA General Provisions for Assistance Agreements, dated July 1995 (see Appendix E).

ARTICLE XVI REPORTING REQUIREMENTS AND DELIVERABLES/MILESTONES OF THE COOPERATIVE AGREEMENT

An awarded Cooperative Agreement will include the following requirements:

A. Quarterly Progress Reports

Each Quarterly Report must include a summary of the previous quarter's activities and accomplishments as well as the proposed activities for the upcoming quarter. Any decisions made and actions taken during the previous quarter, or required in the upcoming quarter shall be included in the report. Any problems and issues that arose during the previous quarter, or may arise and need the Contracting Officer's Technical Representative (COTR) or Contracting Officer (CO) attention during the upcoming quarter should be clearly identified in the progress report in a separate section. The grantee shall supply the progress report to the COTR within fifteen (15) days following quarter being reported.

B. Initial and Subsequent Meetings With COTR

The grantee shall meet with the COTR and appropriate NHTSA staff in Washington D.C. at NHTSA's offices to discuss and refine the development, implementation, and evaluation of the project. The grantee shall prepare a 20 to 30 minute presentation describing the project and shall be prepared to answer questions from the COTR and others present at the briefing. After this initial meeting with the COTR, the grantee should meet at least once a year with the COTR in Washington D.C. at NHTSA's offices to discuss the project's progress and results.

C. Revised Project Plan

Based on discussions held during the initial meeting with the COTR, the grantee shall submit a revised project plan incorporating verbal and written comments from the COTR. This revised plan shall be due no more than one (1) month from date of the initial meeting with the COTR. The requirement for a revised project plan may be waived by the COTR.

D. Draft Final Report

The grantee shall prepare a Draft Final Report that includes a description of the project, issue addressed, program implementation (if relevant), evaluation strategies, findings and recommendations. With regard to information transfer, it is important to know what worked and what did not work under what circumstances, what can be done to enhance replication in similar communities, and what can be done to avoid the problems identified in future efforts. The grantee shall submit the Draft Final Report to the COTR 60 days prior to the end of the performance period. The COTR will review the draft report and provide comments to the grantee within 30 days of receipt of the document.

E. Final Report

The grantee shall revise the Draft Final Report to reflect the COTR's comments. The revised final report shall be delivered to the COTR 15 days before the end of the performance period.

F. Requirements for Printed Material

Printed materials must be provided to NHTSA in both printed form (original and one copy) and electronic form in CD-ROM format or other appropriate format acceptable to the COTR.

All Program materials shall be submitted:

- Original application format
- Section 508 compliant version
- A PDF file for viewing with Adobe Acrobat
- An HTML file

NOTE: All contractors preparing publications for NHTSA must submit them in a format ready for posting on the World Wide Web. All documents must be Section 508 compliant and both Netscape (versions 4.0 or later) and Internet Explorer (versions 5.0 or later) compliant. All HTML documents must comply with the accessibility standards of 36 CFR §1194.22 that implement Section 508 of the Rehabilitation Act of 1973. All submissions shall include a completed Web-based Internet Information and Application Section 508 Checklist. These standards and guidelines are available for viewing in greater detail at the Access Board Web Site at: <http://www.access-board.gov/508.htm>.

G. Disputes

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

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

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

The dispute shall be further reviewed, upon the Grantee's written request to the NHTSA, Director, Office of Acquisition Management, or Designee, made within thirty (30) calendar days after the Contracting Officer's written decision, or upon unavailability of a decision within the stated time frame under the preceding paragraph. The NHTSA, Director, Office of Acquisition Management, or designee, shall conduct this review. Following the review, the NHTSA,

Director, Office of Acquisition Management, or designee, will resolve the issues and notify the parties in writing. Such resolution is not subject to further administrative review and, to the extent permitted by law, shall be administratively final and binding. Nothing in this Agreement is intended to prevent the parties from pursuing disputes in a United States Court of competent jurisdiction.

ARTICLE XVII APPLICATION PROCEDURES

The application must include a reference to NHTSA Cooperative Agreement Number **DTNH22-10-R-00384**. Unnecessarily elaborate applications beyond what is sufficient to present a complete and effective response to this request are not desired. Only complete application packages received on or prior to the established due date and time will be considered. *Note: Programs with multiple partners must submit a single application. Only one award will be made.*

If not utilizing the Grants.gov “Apply” function:

The applicant shall submit five (5) copies of its application, on CD-ROM (formatted as Microsoft “Word”, “Excel” or PDF documents) to the following address by no later than 3:00 PM EDT, **FRIDAY, JULY 9, 2010.**

US Department of Transportation
National Highway Traffic Safety Administration
Office of Acquisition Management (NPO-320)
ATTN: Brenda K. Brummer, Contract Specialist
1200 New Jersey Avenue, S.E., W53-404
Washington, DC 20590

Important: The timely submission of application packages is the *sole responsibility of the applicant*. All prospective applicants are cautioned that, due to increased security concerns, documents transmitted via US Mail can be delayed. It is therefore recommended that when transmitting CD-ROM applications, methods other than U.S. Mail be used.

ARTICLE XVIII APPLICATION PACKAGE

A. Budget Information

The Cost Proposal shall include the following information:

1. One original hardcopy of Office of Management and Budget (OMB) Standard Form (SF) 424 (Rev. 9-2003, including 424A and 424B), “Application for Federal Assistance,” with the required information filled in and certified assurances signed. These forms are available at www.whitehouse.gov/OMB/grants/index.html.
2. Each Applicant shall clearly and thoroughly set forth its proposed costs by submitting a spreadsheet or spreadsheets, (along with any appropriate subsidiary schedules and attachments), in its application. Spreadsheets shall be submitted in either Excel or PDF formats. The Applicant’s cost proposal shall cover not only the costs proposed within the prime recipient’s organization, but also the costs proposed to be incurred by every lower-tier organization serving under the prime recipient (e.g., sub-recipients, consultants, subcontractors, and partners). The cost proposal shall clearly identify and display the following information as applicable:

- a. Labor rates. The direct labor rates by person/labor category, showing the number of proposed hours for each particular person/labor category, and also showing the starting un-loaded hourly pay rates for each person/labor category and any pay “escalations” that are being proposed.
 - b. Non-federal contributed amounts. The amount of the budget that is to be paid with funds identified from non-federal sources. Applicants shall ensure that all proposed non-federal contributions are reasonable, allowable, and allocable costs according to the cost principles stated in OMB Circular A-102 or any other applicable OMB Circular.
 - c. Indirect cost percentage and amounts. The indirect cost percentage rates and dollar amounts for items such as overhead, fringe benefits, general and administrative (G&A) and/or facilities & administration (F&A). Applicants shall provide support for each particular indirect cost element that is contained in their proposal including copies of any negotiated rate agreements. This information shall be stated as a percentage rate and a total dollar amount.
 - d. Travel costs. The travel costs by person-trip for any proposed travel, including the point of origin, outbound destination, purpose of the trip, estimated number of days, and the estimated travel costs for each trip, showing air fare, lodging and food and incidental per diem costs.
 - e. Other direct costs. Any proposed other direct costs that are not already included as part of another cost category (such as overhead). The term “other direct costs” typically includes the following: (1) photocopying; (2) postage; (3) long distance telephone calls; (4) facsimile; (fax) transmissions; (5) overnight shipping (6) materials; (7) Equipment, including computer equipment or computer software, where not included as part of another cost category.
 - f. Fee. No fee may be proposed for the applicant or any applicant partner. However, fees may be proposed for vendors and/or subcontractors.
3. If any sub-recipient, any sub-Contractor, any affiliate, any partner, any joint venture, any other entity other than the Applicant’s own organization, or any individual consultant will be used in carrying out the work of this project, full support for the costs and pricing proposed for each such entity or individual consultant shall be provided. The Applicant shall include for each such entity or individual consultant being proposed, the same kinds of cost and pricing support, and the same level of detail, as are required above to support the general applicant’s own internal costs. For each proposed individual consultant, the person’s proposed starting hourly pay rate should be supported by at least two recent invoices wherein that consultant has both: (1) billed a client at an hourly pay rate equal to or greater than the one being proposed as the starting rate under this Cooperative Agreement, and (2) been paid by the client, at the hourly pay rate billed in that invoice. If the proposed individual consultant’s work history does not include two such invoices, please provide an explanation.

B. 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. However, because an award may be made without negotiations and without any discussion, each Applicant shall document and support the proposed costs so thoroughly that no additional information is needed by NHTSA.

C. Special Equipment

Facilities and Special Equipment, Including Tooling: It is the policy of NHTSA not to provide general or special purpose equipment, facilities, or tooling of a capital nature except in unusual circumstances. NHTSA does not plan to provide such items under the Cooperative Agreement.

D. Technical Information

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

1. A table of contents page that provides an easy method to identify the major sections of the technical proposal.
2. A description of how the applicant plans to meet the project objectives. The applicant must be **specific** with respect to the particular approach being addressed and how it will be implemented including how the drafts of the *Culture of Safety* will be developed, who will develop them and what resources will be consulted.
3. A description of the specific activities proposed by the applicant including those taken in addition to those specifically required.
4. A planned schedule that includes milestones and product deliverables (including quarterly reports and draft and final reports), and provides information on how the effort will be completed within the stated period of performance.

ARTICLE XIX EVALUATION FACTORS**A. Technical Approach****25%**

This factor will be scored based upon the offeror's thorough understanding of the key technical issues involved in this project and the logistical requirements to successfully conduct the project, and the offeror's strategy for meeting all project milestones. The offeror's approach must be clear, complete, reasonable, and feasible.

1. Proposals must include the offeror's approach to achieving the overall objectives of the project, along with justification for the proposed approach. The proposal must include the offeror's approach to each of the tasks in the statement of work. The offeror's understanding of the issues must be evidenced both in a Background section of their proposal, and then also in a task-by-task description of its proposed approach for completing the study described in the statement of work. The approach must address potential issues that may arise during the conduct of the project, and the offeror's strategy for handling any problems.
2. Proposals must include the offeror's strategy to ensure that all work is satisfactory to the NHTSA COTR and on schedule, including submission of all deliverables.

B. Qualifications of Project Personnel**30%**

This factor will be scored based upon the offeror's proposed personnel. Personnel must have expertise and work-related experience in the skills needed for successful completion of this project. Offeror staff (or subcontractor personnel) must have experience in the areas of traveling persons to meetings and reimbursing them for their expenses rapidly, identifying technical writers and editors and working with Federal contract employees. The education, experience, and availability of key project technical personnel must be demonstrated.

C. Corporate Experience/Past Performance**45%**

This factor will be scored based upon the offeror's corporate experience with assessment research similar to the tasks described in the statement of work; the factor will also be scored based upon the offeror's past performance.

1. The offeror must have corporate experience working cooperatively with travelers and the airline, hotel and other travel related industry. The offeror must also have experience in managing (e.g., managing budget, meeting milestones, and scheduling personnel) a national project on a tight schedule. If partnering with others is proposed, the offeror must address how coordination will occur between all parties. The offeror must provide details of corporate experience including project description and how that project's objectives or tasks are similar to this project.
2. Past performance will be evaluated based upon the quality and timeliness of past work. Quality and completeness of monthly, interim and final deliverables will be considered, as will customer service (e.g., responsiveness) to the sponsor. Timeliness of submission of deliverables (including monthly, interim products, and draft final reports), as well as meeting project milestones will be considered. The offeror must provide a list of at least three projects, including: a brief description of the objectives and tasks; sponsoring organization, contact name and number; the project's planned completion date; and actual completion date.

D. Cost

Cost will be a significant factor in the award decision although the award may not necessarily be made to the offeror submitting the lowest estimated cost. Rather, award will be based on the proposal that offers the Government the best return on investment based upon an analysis of the technical approach, personnel, and cost.