

**AMENDMENT NO. 1 – RFA DTFH61-08-RA-00014**  
September 30, 2008

The purpose of this amendment is to revise the Request for Applications as follows:

- 1) Page I, Dates, revise the application due date as follows:

Delete “October 1, 2008” and replace it with “October 6, 2008”

- 2) Page 11, **Section IV-APPLICATION AND SUBMISSION INFORMATION**, Section C – SUBMISSION DATES AND TIMES, delete in its entirety and replace with the following:

Applications must be received electronically through [www.Grants.gov](http://www.Grants.gov) by 4:15 pm Washington, DC time on October 6, 2008.

The deadline cited herein is the date and time by which the agency must receive the application.

Late applications will not be reviewed or considered unless the Agreement Officer determines it is in the Government’s best interest to consider the late application.

All other terms and conditions remain unchanged and in full effect.

***Federal Funding Opportunity  
Request for Applications (RFA)***

***Executive Summary***

Federal Agency Name: U.S. Department of Transportation  
Federal Highway Administration  
Office of Acquisition Management  
1200 New Jersey Avenue, SE  
Washington, DC 20590  
Attn: Brittany Hall, HAAM-40F

Funding Opportunity Title: ***“Northwestern Tribal Technical Assistance Program  
(TTAP) Center for the Idaho, Montana (western),  
Oregon, and Washington Region”***

Announcement Type: Request for Application

Funding Opportunity Number: ***RFA Number DTFH61-08-RA-00014***

Catalog of Federal Domestic Assistance (CFDA) Number: 20.200

Dates: RFA Issue Date is July 25, 2008  
Application Due Date is October 1, 2008

Direct Questions to: Brittany Hall, (202) 366-1553  
Brittany.Hall@dot.gov

Secondary point of contact:  
Carl Rodriguez, (202) 366-1533,  
Carl.Rodriguez@dot.gov

**TABLE OF CONTENTS**

<u>Section Title</u>	<u>Page</u>
SECTION I - FUNDING OPPORTUNITY DESCRIPTION	3
SECTION II - AWARD INFORMATION	6
SECTION III - ELIGIBILITY INFORMATION	7
SECTION IV - APPLICATION AND SUBMISSION INFORMATION	7
SECTION V - APPLICATION REVIEW INFORMATION	11
SECTION VI - AWARD ADMINISTRATION INFORMATION	13
SECTION VII - AGENCY CONTACT	23

## **SECTION I – FUNDING OPPORTUNITY DESCRIPTION**

### **A. STATEMENT OF PURPOSE**

The Federal Highway Administration (FHWA) is accepting applications for a cooperative agreement to operate the Northwestern Tribal Technical Assistance Program (TTAP) Center servicing the Idaho, Montana (western), Oregon, and Washington region of the United States.

The Recipient shall provide for the transfer of transportation technology, training and assistance to American Indian tribal governments for the prescribed region through the TTAP, a cooperative effort between the FHWA and the Bureau of Indian Affairs (BIA). TTAP is the tribal component of the FHWA Local Technical Assistance Program (LTAP).

The Recipient shall coordinate with the FHWA in the implementation of the TTAP. Activities will focus on the transfer of technical and program information originating primarily from the FHWA, BIA, State Departments of Transportation (DOTs), Tribal Departments of Transportation, Tribal Governments, and the Intertribal Transportation Association.

### **B. LEGISLATIVE AUTHORITY**

Authority to enter into this agreement is granted pursuant to SAFETEA-LU (Public Law 109-59) Section 5204, Training and Education.

### **C. OBJECTIVES**

The objectives of this agreement are to perform the following for designated geographic region in a culturally appropriate manner:

- 1) Transfer transportation technology to American Indian tribal governments through training, technical assistance, and information access. Anticipated subjects include low volume road, safety/drainage/pavements, gravel road maintenance, safety in work zones, and other aspects of infrastructure road management;
- 2) Improve communication on technical transportation issues among FHWA, BIA, State DOTs, tribal governments, cities, counties, and metropolitan and regional transportation organizations, including Metropolitan Planning Organizations and Regional Planning Organizations;
- 3) Assist in developing and implementing new transportation technologies and administrative procedures at the tribal level;
- 4) Provide tribal governments with training and technical assistance in Public Law 93-638 contracting, self-governance compacts, and aspects of the Indian Reservation Roads (IRR) program;

- 5) Provide training and technical assistance in intergovernmental transportation planning, recreational travel and tourism, and related economic development; and
- 6) Provide ongoing contact and communication with tribal staff and elected officials, Federal and State agencies; this would include FHWA, BIA, FLH, State DOTs, and others as appropriate.

#### D. STATEMENT OF WORK

In cooperation with the FHWA and BIA, the Recipient shall accomplish the aforementioned objectives by developing a work plan and activities aligned with the four focus areas identified in the LTAP/TTAP Strategic Plan. These focus areas are: Safety, Infrastructure Management, Workforce Development, and Organizational Excellence. Activities and tasks will be developed to produce program outputs that result in desired outcomes that align with the FHWA LTAP/TTAP Strategic Plan. Progress will be measured through annual program reporting requirements. Activities may include, but are not limited to:

- 1) Developing and maintaining a mailing list of stakeholders for the program;
- 2) Maintaining a transportation library and distribute transportation technology transfer materials;
- 3) Providing transportation related technical assistance
- 4) Developing and conducting relevant transportation training sessions and seminars;
- 5) Publishing a newsletter. The AOTR shall have an opportunity to approve the newsletter prior to release; and
- 6) Conduct evaluations of the program effectiveness, including but not limited to the submission of annual program performance reports – the Program Assessment Report (PAR) and the Center Assessment Report (CAR).

The Recipient shall form an advisory group to provide input on the development of its program. At a minimum, the advisory group shall include, but not be limited to, representatives of the American Indian tribal governments in the region served, as well as FHWA, BIA, and State DOTs. The Recipient shall establish and maintain good communications among group members.

The FHWA and BIA will cooperate with the Recipient to provide national and tribal level information and data needed to support the TTAP objectives. Both the FHWA and BIA will provide, in certain instances, selected technology transfer information and training course materials to the Recipient for dissemination to tribal governments. Part of this transfer shall occur at regional and national program meetings. The Recipient shall attend the TTAP regional meeting and the National Tribal Transportation Conference. In addition, the Recipient shall plan to attend the National LTAP/TTAP Conference. The BIA will also provide program data in support of these technology transfer activities. The FHWA will support efforts by the Recipient through the LTAP/TTAP Clearinghouse to expand TTAP center access to technical materials. The Recipient shall provide the LTAP/TTAP Clearinghouse with information and materials to support enhanced operations.

The Government prefers that the Recipient operate the TTAP Center office or a satellite office within the geographic region being served by the TTAP. Refer to Section V – Application Review Information.

### **Section 508**

While the requirements of Section 508 of the Rehabilitation Act do not apply to assistance agreements, the FHWA is subject to the Act's requirements that all documents posted on an FHWA or FHWA-hosted website comply with the accessibility standards of the Act. As such, all electronic and information technology products that are submitted under this cooperative agreement must be Section 508-compliant so that they can be web posted without further modification.

All final reports prepared under this agreement and the website required under this agreement must meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. The act requires that all electronic products prepared for the Federal Government be accessible to persons with disabilities, including those with vision, hearing, cognitive, and mobility impairments. View [Section 508 of the Rehabilitation Act \(http://www.access-board.gov/508/508standards.htm - PART 1194\)](http://www.access-board.gov/508/508standards.htm) and the [Federal IT Accessibility Initiative Home Page \(http://section508.gov\)](http://section508.gov) for detailed information. The following paragraphs summarize the requirements for preparing FHWA reports in conformance with Section 508 for eventual posting by FHWA to an FHWA-sponsored website.

- a. Electronic documents with images  
Provide a text equivalent for every non-text element (including photographs, charts and equations) in all publications prepared in electronic format. Use descriptions such as “alt” and “longdesc” for all non-text images or place them in element content. For all documents prepared, vendors must prepare one standard HTML format as described in this statement of work AND one text format that includes descriptions for all non-text images. “Text equivalent” means text sufficient to reasonably describe the image. Images that are merely decorative require only a very brief “text equivalent” description. However, images that convey information that is important to the content of the report require text sufficient to reasonably describe that image and its purpose within the context of the report.
- b. Electronic documents with complex charts or data tables  
When preparing tables that are heavily designed, prepare adequate alternate information so that assistive technologies can read them out. Identify row and column headers for data tables. Provide the information in a non-linear form. Markups shall be used to associate data cells and header cells for data tables that have two or more logical levels of row and column headers.

c. Electronic documents with forms

When electronic forms are designed to be completed on-line, the form shall allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.

**SECTION II – AWARD INFORMATION**

**A. FUNDING**

FHWA anticipates Federal funding in the amount of \$1,400,000 will be made available for the award subject to availability. FHWA anticipates this funding will be made available for each award subject to availability of funds based on the following schedule:

Agreement Year 1 (Base Period):	\$280,000
Agreement Year 2 (Base Period):	\$280,000
Agreement Year 3 (Option Year 1):	\$280,000
Agreement Year 4 (Option Year 2):	\$280,000
Agreement Year 5 (Option Year 3):	<u>\$280,000</u>
TOTAL	\$1,400,000

Application preparation costs are not allowable as direct charges under this agreement.

**B. NUMBER OF AWARDS ANTICIPATED**

FHWA anticipates making one award in the amount of \$1,400,000 from this RFA.

**C. PERIOD OF PERFORMANCE**

The period of performance for this cooperative agreement will be two base years with three option years, commencing from the effective date of the agreement. FHWA may unilaterally elect to extend the term of the Agreement for one or more of the option year(s) specified herein. A review will be conducted annually and the Recipient will be given a preliminary notice 60 days prior to the completion date of the agreement indicating whether FHWA intends to exercise an option year under the agreement. The preliminary notice does not commit FHWA to an extension. The total duration of this agreement, including the exercise of any options, is 60 months.

FHWA anticipates the effective date of this agreement will be February 1, 2009.

**D. TYPE OF AWARD**

FHWA intends to award one cooperative agreement as a result of this RFA.

#### E. DEGREE OF FEDERAL INVOLVEMENT

FHWA anticipates substantial Federal involvement between FHWA and the Recipient during the course of this project. FHWA anticipates the Federal involvement will include:

- Technical assistance and guidance;
- Close monitoring during performance; and
- Participation in status meetings, including kick off meeting and an annual budget review;
- Participation on advisory technical panel;
- Provision of the information and data to the center;
- Provision of documents and other technology transfer materials; and
- Pre-Approval of Newsletter.

### SECTION III - ELIGIBILITY INFORMATION

#### ELIGIBLE APPLICANTS

**This competition is full and open.**

### SECTION IV – APPLICATION AND SUBMISSION INFORMATION

#### A. APPLICATION FORMS

The applicant shall complete all forms included in the Application Package for this RFA as contained at [www.grants.gov](http://www.grants.gov). The applicant shall submit the application on-line at [www.grants.gov](http://www.grants.gov).

#### B. CONTENT AND FORM OF APPLICATION SUBMISSION

The application package shall consist of the following:

- SF424  
Note: Applicants may leave 5a, 5b, 6, 7, 13 and blank on the form.
- SF424A  
Note: Section A: block 1(a) print opportunity title listed on page 1, block 1(b) print CFDA number listed on page 1, block 1(c) print \$ Total Federal Funds Requested, 1(d) print \$ Total Cost Share, and leave blank columns (e), (f), and (g) and rows 2, 3, and 4.
- SF424B
- SFLLL  
Note: The form must be completed and submitted even if no lobbying to report. If no lobbying to report insert none or n/a in the relevant blocks.

- Grants.gov Lobbying Form
- Attachments Form
  - 1) Technical Application \* - 30 page limit
  - 2) Budget Application Detail\* - no page limit

\* Applicants may attach as many files as necessary to provide information requested below.

Note: Applications under this RFA are not subject to the State review under E.O. 12372.

The evaluation board may take into account when making its evaluation, any failure to conform to the instructions and rules in this section or any attempt to evade these specifications and rules on the basis of technicalities, as indicators of future performance.

If an applicant does not understand these instructions, then the applicant must submit its questions(s) to the agency point of contact for clarification sufficiently in advance of the deadline for the receipt of applications to get an answer in time to meet that deadline.

### **Part I - Technical Application**

**NOTE: Limit technical applications to 30 pages per region.**

In the event a technical application exceeds the 30-page limitation, the Government will evaluate only the first 30 pages of the proposal. The format of the above application shall be as follows:

1. Proposals shall be prepared on 8½ x 11 inch paper except for foldouts used for charts, tables or figures, which shall not exceed 11 x 17 inches. Foldouts shall not be used for text, and shall count as two pages.
2. A page is defined as one side of an 8 ½ by 11 inch paper. Therefore, a piece of paper with printing on both sides is considered two pages.
3. Text shall be printed using a font size no less than 12 cpi.
4. Page margins shall be a minimum of 1 inch top, bottom and each side.

Technical applications must contain:

1a. **UNDERSTANDING OF THE PROGRAM:** Address the following:

- What is your vision (goal) for the tribal training program? What do you hope to accomplish? Describe current or project tribal issues to wish this program might be responsive.
- What type of training modules or scope of work do you think is necessary to achieve this vision?

- How would you aid in strengthening or building the relationship between the tribes, FHWA, and BIA?

1b. **TECHNICAL & MANAGEMENT APPROACH:** A technical and management plan describing in detail how you would proceed if awarded this cooperative agreement and how you propose to meet the program objectives with an emphasis on the four focus areas identified in the LTAP/TTAP Strategic Plan. These focus areas are Safety, Infrastructure Management, Workforce Development and Organizational Excellence.

Include your approach to:

- Development and maintenance of a mailing list of stakeholders for this program;
- Maintenance of a transportation library and distribution of transportation technology transfer materials;
- Provision of transportation related technical assistance;
- Development and conduct of relevant transportation training sessions and seminars
- Publishing a quarterly newsletter;
- Evaluations of the programs' effectiveness including quarterly and annual reports to the FHWA and BIA; and
- Scheduling, including a summary of performance schedule.

Identify proposed location of TTAP Center and describe ability of center location to serve the geographic region.

2. **EXPERIENCE:** A summary of the applicant's experience relevant to this project.
3. **STAFFING APPROACH:** Provide a program organizational chart identifying proposed staff members assigned to the project. Include the title and a brief description of each position's responsibilities, as well as the proposed level of effort and allocation of time for each position on a yearly basis and in summary format.

Provide brief resumes for the proposed Program Manager and other key personnel to include name, experience, education and proposed role in project.

FHWA recommends the proposed staffing team to possess experience in areas relevant to this project including experience with: the Indian Reservation Roads Program (IRR); the LTAP and TTAP programs; transportation and technology transfer.

4. **PAST PERFORMANCE:** A list of a minimum of three current (within the last five years) customers (commercial and/or Government) for projects involving similar or related services. Provide customer name, point of contact, title, phone number, fax number, project title, project duration, project value, and how it relates to the program

objectives of this RFA. The Government may contact the customer point of contact (POC) for verification and to obtain past performance information. POC telephone and fax numbers must be accurate and current. In the event an applicant does not have a record of relevant past performance, the applicant's past performance will not be evaluated favorably or unfavorably.

**(Note: Refer to Section V – Application Review Information below. The Government will evaluate applications using the criteria specified in the technical evaluation).**

**Part II - Budget Application**

**NOTE: There is no page limit on budget applications.**

Budget applications must contain:

1. Detailed spreadsheet and supporting information clearly delineating and supporting all estimated costs as follows, for each year and in summary form.
  - Provide labor categories, labor hours or percentage of effort if employees are compensated on an annual salary basis, labor rates.
  - Provide indirect rates and bases, include any audit information to support rates.
  - Provide supporting information to justify estimates for Other Direct Costs such as equipment, travel, etc.

Note: Travel will be reimbursed at cost in accordance with the travel clause in Section VI of this RFA.

2. If sub-recipients (lower-tiered organizations and/or individual consultants) will be used in carrying out this project, the following minimum information concerning such, should be furnished:
  - Name and address of the organization or consultant.
  - Description of the portion of work to be conducted by the organization or consultant.
  - Cost details for that portion of work.
  - Letter of commitment from sub-recipient.
3. The use of a Dun and Bradstreet (D&B) Data Universal Numbering System (DUNS) number is required on all applications for Federal grants or cooperative agreements. Please provide your organization's DUNS number in your budget application.
4. A statement to indicate whether your organization has previously completed an A-133 Single Audit and, if so, the date that the last A-133 Single Audit was completed.

5. If a nonprofit or not-for-profit status, please provide evidence of this status preferably from the Internal Revenue Service.
6. Include a statement to indicate whether a Federal or State organization has audited or reviewed the applicant's accounting system, purchasing system, and/or property control system. If such systems have been reviewed, provide summary information of the audit/review results to include as applicable summary letter or agreement, date of audit/review, Federal or State point of contact for such review.

C. SUBMISSION DATES AND TIMES

Applications must be received electronically through [www.Grants.gov](http://www.Grants.gov) by 4:15 pm Washington, DC time on October 1, 2008.

The deadline cited herein is the date and time by which the agency must receive the application.

Late applications will not be reviewed or considered unless the Agreement Officer determines it is in the Government's best interest to consider the late application.

D. FUNDING RESTRICTIONS

FHWA will not provide any reimbursement of pre-award costs under this proposed agreement.

E. OTHER SUBMISSION REQUIREMENTS

FHWA uses [www.Grants.gov](http://www.Grants.gov) for receipt of all applications. Applicants must register with [www.Grants.gov](http://www.Grants.gov) and use the system to submit applications electronically.

In the event of system problems or technical difficulties with the application submittal, applicants should contact the FHWA point of contact designated on page 1. If applicants are unable to use the [www.Grants.gov](http://www.Grants.gov) system due to technical difficulties, applicants must e-mail applications to the FHWA point of contact listed on page 1 no later than the application deadline cited above.

## SECTION V – APPLICATION REVIEW INFORMATION

A. EVALUATION CRITERIA

The Government will evaluate applications and select the applicant based on the criteria listed below.

**TECHNICAL:**

FHWA will evaluate the applications against the following technical evaluation criteria (1, 2, and 3) listed below in descending order of importance with criteria 1 & 2 being of equal importance.

1. Understanding and Approach. Applications will be evaluated on:
  - i. Demonstrated understanding of the program
  - ii. Soundness, adequacy and reasonableness of the technical and management approach to successfully achieve the program objectives; and
  - iii. Location of proposed TTAP center: Ability of center location to serve the geographic region.
  
2. Experience. Applications will be evaluated on the applicant's demonstrated experience to successfully achieve the program objectives, including demonstrated experience with the following:
  - i. Tribal governments having transportation responsibilities;
  - ii. The Indian Reservation Roads Program (IRR);
  - iii. The LTAP and TTAP programs;
  - iv. Working with tribes and tribal governments in this geographic region; and
  - v. Transportation technology transfer.
  
3. Staffing. Applications will be evaluated on the staffing approach and demonstrated qualifications of the proposed staffing to successfully achieve the program objectives.

**PAST PERFORMANCE:** The Government will evaluate the relevant merits of each applicant's past performance based on its reputation and record with its current and/or former customers with respect to quality, timeliness and cost control. Past performance will be reviewed to assure that the applicant has relevant and successful experience and will be considered in the ultimate award decision, but will not be scored. In evaluating past performance, the Government may consider both written information provided in the application, as well as any other information available to the Government through outside sources. In the event an applicant does not have a record of relevant past performance, the applicant's past performance will not be evaluated favorably or unfavorably.

**COST:** In addition to the criteria listed above, relative cost will be considered in the ultimate award decision. The budget application will be analyzed to assess cost reasonableness and conformance to applicable cost principles.

**B. REVIEW AND SELECTION PROCESS**

The Government will select the applications that are considered the most advantageous to the Government.

The Agreement Officer is the official responsible for final award selections. The Government is not obligated to make any award as a result of this announcement.

**C. ANTICIPATED ANNOUNCEMENT AND AWARD DATES**

FHWA anticipates making award on or about February 1, 2009.

**D. AWARD NOTICES**

If your application is selected for award, you will be notified and sent an award document for signature. Applicants not selected for award will be notified in writing by FHWA.

Only the Agreement Officer (AO) can commit the Government. The award document, signed by the Agreement Officer, is the authorizing document.

Notice that an organization has been selected as a Recipient does not constitute approval of the application as submitted. Before the actual award, FHWA will enter into negotiations concerning such items as program components, staffing and funding levels, and administrative systems. If the negotiations do not result in an acceptable submittal, the FHWA reserves the right to terminate the negotiation and decline to fund the applicant.

**SECTION VI – AWARD ADMINISTRATION INFORMATION**

**A. ADMINISTRATIVE AND NATIONAL POLICY REQUIREMENTS**

**1. GOVERNING REGULATIONS**

Performance under this cooperative agreement shall be governed by and in compliance with the following requirements as applicable to the type of organization of the Recipient and any applicable subrecipients:

- “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (49 CFR Part 18),” [located at [www.dot.gov/ost/m60/grant/49cfr18.htm](http://www.dot.gov/ost/m60/grant/49cfr18.htm)];
- “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations (49 CFR 19),” [located at: [www.dot.gov/ost/m60/grant/49cfr19.htm](http://www.dot.gov/ost/m60/grant/49cfr19.htm)];
- “New Restrictions On Lobbying (49 CFR Part 20),” [located at [www.dot.gov/ost/m60/grant/49cfr20.htm](http://www.dot.gov/ost/m60/grant/49cfr20.htm)];
- 2 CFR Part 220 (OMB Circular A-21), “Cost Principles for Educational Institutions”

[located at <http://edocket.access.gpo.gov/2005/05-16648.htm>].

- 2 CFR Part 225 (OMB Circular A-87), “Cost Principles for State and Local Governments” [located at [www.whitehouse.gov/omb/circulars/a087/a087-all.html](http://www.whitehouse.gov/omb/circulars/a087/a087-all.html)];
- 2 CFR Part 230 (OMB Circular A-122), “Cost Principles for Non-Profit Institutions” [located at <http://edocket.access.gpo.gov/2005/05-16650.htm>]
- OMB Circular A-102, “Grants and Cooperative Agreements With State and Local Governments” [located at [www.whitehouse.gov/omb/circulars/a102/a102.html](http://www.whitehouse.gov/omb/circulars/a102/a102.html)];
- OMB Circular A-133, “Audits of States, Local Governments, and Non-Profits” [[www.whitehouse.gov/omb/circulars/a133/a133.html](http://www.whitehouse.gov/omb/circulars/a133/a133.html)];
- 2 CFR Part 215 (OMB Circular A-110), “Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations” [located at [www.access.gpo.gov/nara/cfr/waisidx\\_05/2cfr215\\_05.html](http://www.access.gpo.gov/nara/cfr/waisidx_05/2cfr215_05.html)]; and
- Any other applicable Federal regulation or statute.

## 2. RESPONSIBILITIES OF THE RECIPIENT

The Recipient shall provide overall program management. Specifically, the Recipient shall be responsible for the following, as a minimum:

- Performing the Statement of Work as described in Section I, Funding Opportunity Description.
- Coordinating and managing work, including issuing and managing subcontracts/sub awards and consulting arrangements, as necessary.
- Submitting all required reports including Quarterly Progress Reports and Annual Budget Reviews. (See Paragraph B of this Section, entitled Reporting.)
- Meeting with the FHWA Agreement Officer’s Technical Representative (AOTR) as necessary.
- Participating in a kick-off meeting with the AO and/or the AOTR to discuss agreement expectations and procedures.
- Participating in Annual Budget Review meetings with the AO and/or AOTR.

## 3. TRAVEL AND PER DIEM

Travel and per diem authorized under this agreement shall be reimbursed in accordance with the travel costs section of 2 CFR Part 225 (OMB Circular A-122), “Cost Principles for State and Local Governments” or 2 CFR Part 220 (OMB Circular A-21), “Cost

Principles for Educational Institutions,” and 2 CFR Part 230 (OMB Circular A-122), “Cost Principles for Non-Profit Institutions” as applicable. Per the Circular, in the absence of an acceptable, written institution policy regarding travel costs, the rates and amounts established in the Federal Travel Regulations in effect at the time of travel shall apply. In addition, all non-domestic travel shall be approved by the AO prior to incurring costs. Travel requirements under this agreement shall be met using the most economical form of transportation available. If economy class transportation is not available, the request for payment vouchers must be submitted with justification for use of higher class travel indicating dates, times, and flight numbers.

#### 4. AMENDMENTS

Amendments to this cooperative agreement may only be made in writing, signed by both parties for bilateral actions and by the AO for unilateral actions, and specifically referred to as an amendment to this cooperative agreement.

#### 5. AGREEMENT OFFICER’S TECHNICAL REPRESENTATIVE (AOTR)

The AO has designated     (TBD)     as Technical Representative to assist in monitoring the work under this agreement. The AOTR will oversee the technical administration of this agreement and act as technical liaison with the performing organization. The AOTR is not authorized to change the scope of work or specifications as stated in the agreement, to make any commitments or otherwise obligate the Government or authorize any changes which affect the agreement funding, delivery schedule, period of performance or other terms or conditions.

**The AO is the only individual who can legally commit or obligate the Government for the expenditure of public funds. The technical administration of this agreement shall not be construed to authorize the revision of the terms and conditions of performance. The Agreement Officer shall authorize any such revision in writing.**

#### 6. OBLIGATION CEILING RATIO

Pursuant to section 1102 of SAFETEA-LU, the FHWA is required to annually redistribute a portion of allocated program authorization. Funds available for subsequent years of this agreement may be adjusted for each fiscal year, which may increase or decrease the total estimated funding available.

#### 7. INDIRECT COSTS

Indirect costs are allowable under this agreement as follows:

<i>Indirect Rate Type</i>	<i>Rate (%)</i>	<i>Base</i>
<i>(Information to be filled in at award)</i>		

In the event the recipient determines the need to adjust the above listed rates, the Recipient shall notify the FHWA of the planned adjustment and provide rationale for such adjustment. In the event such adjustment rates have not been audited by a Federal agency, the adjustment of rates must be pre-approved in writing by the Agreement Officer.

This Indirect Cost provision does not operate to waive the limitations on Federal funding provided in this document. The Recipient’s audited final indirect costs are allowable only insofar as they do not cause the Recipient to exceed the total obligated funding.

**8. DATA RIGHTS**

The Recipient shall make available to the Government copies of all work developed in performance with this cooperative agreement, including but not limited to software and data. The Government and others acting on its behalf shall have unlimited rights to obtain, reproduce, publish or otherwise use the data developed in the performance of this cooperative agreement pursuant to 49 CFR Part 19 or 49 CFR Part 18 as applicable.

**9. PAYMENT**

The Recipient may request advances or reimbursement of costs incurred in the performance hereof as are allowable under the applicable cost provisions not to exceed the funds currently available as stated herein. Requests shall be made no more frequently than monthly.

Advance Payments: Recipients may be paid in advance, provided they maintain or demonstrate the willingness to maintain the following in accordance with 49 CFR Part 19: (1) written procedures that minimize the time elapsing between the transfer of funds and disbursement by the Recipient, and (2) financial management systems that meet the standards for fund control and accountability. When these items are not met, reimbursement will be the method for payment.

Payments by Reimbursement: When requesting reimbursement of costs incurred and credit for cost share incurred, the Recipient shall submit supporting cost detail with the SF 270 to clearly document costs incurred. Cost detail includes a detailed breakout of all costs incurred including direct labor, indirect costs, other direct costs, travel, etc.

The Recipient shall submit a copy of the SF 270 using one of the methods identified below:

Requests for advance or reimbursement and required supporting documents, should be sent via e-mail to the following e-mail address:  
9-AMC-AMZ-FHWA-Invoices@faa.gov.

(a) Include the request for advance or reimbursement and supporting documents as an attached PDF document

(b) Include in the e-mail subject line the following:

- (i) "Invoice No. #
- (ii) Agreement Number
- (iii) Name of your Company/Organization."
- (iv) Attention: Brittany Hall

Example: Invoice No. 35 – DTFH61-08-G-00001 – ABC University – Attention: John Doe

If the request for advance or reimbursement and supporting documents exceed 8 MB, as an e-mail attachment, the recipient must select one of the other submission options presented below:

Requests for advance or reimbursement submitted via an overnight service must use the following physical address:

MMAC  
FHWA/AMZ-150  
6500 S. MacArthur Blvd  
Oklahoma City, OK 73169

Attention: Brittany Hall

Express Delivery Point of Contact: April Grisham, 405 954-8269

Requests for advance or reimbursement may be submitted via regular U.S. Postal Service to the following address:

Federal Highway Administration  
Markview Processing  
P.O. Box 268865  
Oklahoma City OK 73126-8865  
Attention: Brittany Hall

All requests for requests for advance or reimbursement must identify (Agreement Specialist name) as the point of contact.

The Agreement Specialist and the AO reserve the right to withhold processing requests

for advance or reimbursement until sufficient detail is received. In addition, reimbursement will not be made without AOTR review and approval to ensure that progress on the Agreement is sufficient to substantiate payment. After AOTR approval, the Agreement Specialist will certify and forward the advance or request for reimbursement to the payment office. Note: Standard Forms may be located at <http://fhwa.dot.gov/aaa/hamhome.htm>.

#### 10. ACKNOWLEDGEMENT OF SUPPORT AND DISCLAIMER

An acknowledgment of FHWA support and a disclaimer must appear in any publication of any material, whether copyrighted or not, based on or developed under the cooperative agreement, in the following terms:

“This material is based upon work supported by the Federal Highway Administration under cooperative agreement No. DTFH61-09-(to be filled in)”.

All materials must also contain the following:

"Any opinions, findings, and conclusions or recommendations expressed in this publication are those of the Author(s) and do not necessarily reflect the view of the Federal Highway Administration."

#### 11. SITE VISITS

The Federal Government, through its authorized representatives, has the right, at all reasonable times, to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by the Federal Government on the premises of the Performing Organization or a subrecipient under this cooperative agreement, the Performing Organization shall provide and shall require their subrecipients to provide all reasonable facilities and assistance for the safety and convenience of the Government representative in the performance of their duties. All site visits and evaluations shall be performed in such a manner as will not unduly delay work.

#### 12. TERMINATION AND SUSPENSION

The Government may terminate this agreement in whole or in part in accordance with 49 CFR Part 19 or 49 CFR Part 18 as applicable.

#### 13. BUDGET REVISION/REALLOCATION OF AMOUNTS

The Recipient is required to report deviations from budget and program plans, and request prior approval for budget and program plan revisions in accordance with 49 CFR Part 19 or Part 18 as applicable.

Note: The Recipient must obtain prior written approval from the Agreement Officer to transfer amounts budgeted for direct cost categories when the cumulative value of such transfers will exceed 10% of the value of Federal share of this agreement. When requesting such approval, a letter request suffices.

#### 14. FINANCIAL MANAGEMENT SYSTEM

By signing this agreement, the Recipient verifies that is has, or will implement, a financial management system adequate for monitoring the accumulation of costs and in compliance with the financial management system requirements of 49 CFR Part 19 or Part 18 as applicable. The Recipient's failure to comply with these requirements may result in agreement termination.

#### 15. ALLOWABILITY OF COSTS

Allowable costs will be determined in accordance with the applicable Federal cost principles, e.g., Non-Profit Organizations, 2 CFR Part 230; Educational Institutions, 2 CFR Part 220, and 2 CFR Part 225; Cost Principles for State and Local Governments.

#### 16. AVAILABLE FUNDING

The total not-to-exceed amount of Federal funding that may be provided under this cooperative agreement is \$1,400,000 for the entire period of performance, subject to the limitations shown below:

- (1) Currently, Federal funds in the amount of \$\_\_\_\_\_ (to be filled in at award), are obligated to this agreement.
- (2) Subject to availability of funds, and an executed document by the Agreement Officer, \$\_\_\_\_\_ (to be filled in at award) may be obligated to this agreement.

The Government's liability to make payments to the Recipient is limited to those funds obligated under this agreement as indicated above and in any subsequent amendments.

#### 17. CENTRAL CONTRACTOR REGISTRY (CCR)

The Recipient must be registered in the CCR in order to receive payments under this agreement. Use of the CCR is to provide one location for applicants and Recipients to change information about their organization and enter information on where government payments should be made. The registry will enable Recipients to make a change in one place and one time for all Federal agencies to use. Information for registering in the CCR and online documents can be found at [www.ccr.gov](http://www.ccr.gov).

#### 18. KEY PERSONNEL

The Recipient shall request prior written approval from the AO for any change in key personnel specified in the award.

#### 19. PROGRAM INCOME

Program Income earned during the project period shall be retained by the Recipient and added to funds committed to the project by the Federal awarding agency and the Recipient and used to further eligible project or program objectives.

#### 20. SUBAWARDS

Unless described in the application and funded in the approved award, the Recipient shall obtain prior written approval from the AO for the subrecipient, transfer, or contracting out of any work under this award. This provision does not apply to the purchase of supplies, material, equipment, or general support services.

The following subawards are currently approved under the agreement:

[To be filled in at award]

Approval of each sub-award is contingent upon a price fair and reasonableness determination and approval by the Agreement Officer for each proposed subcontractor/sub-recipient. Consent to enter into sub-awards will be issued through a formal amendment to the agreement.

#### 21. DEBARMENT AND SUSPENSION REQUIREMENTS

The Recipient shall comply with the Subpart C of 49 CFR Part 29, Government Debarment and Suspension (Nonprocurement). Further, the Recipient shall flow down this requirement to applicable subawards by including a similar terms or condition in lower-tier covered transactions. See 49 CFR Part 29 for detail of the requirement. (Note: 49 CFR Part 29 is available online at <http://www.dot.gov/ost/m60/grant/regs.htm>).

#### 22. DRUG FREE WORKPLACE

The Recipient shall comply with Subpart B of 49 CFR Part 32, Governmentwide Requirements for a Drug-Free Workplace (Financial Assistance). See 49 CFR Part 32 for details of the requirement. (Note: 49 CFR Part 32 is available online at <http://www.dot.gov/ost/m60/grant/regs.htm>).

#### 23. OMB Paperwork Reduction Act

If the Recipient intends to perform survey(s) of any kind, the Recipient shall coordinate with the AOTR to ensure compliance with OMB Paperwork Reduction Act requirements

as applicable.

## 24. 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 the FHWA and the recipient concerning questions of fact or law arising from or in connection with this Agreement and whether or not involving alleged breach of this Agreement, may be raised only under this Disputes provision.

Whenever a dispute arises, the parties shall attempt to resolve the issues involved by discussion and mutual agreement as soon as practical. In no event shall a dispute which 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 FHWA 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 Agreement 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 Agreement 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 Agreement Officer is final and binding unless a party shall, within thirty calendar days, request further review as provided below.

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

## B. REPORTING

### 1. ADDRESSES FOR SUBMITTAL OF REPORTS AND DOCUMENTS

The Recipient shall submit all required reports and documents, under transmittal letter referencing the cooperative agreement number, as follows:

Submit one hard copy to the Agreement Specialist at the following address:

Federal Highway Administration  
Office of Acquisition Management  
1200 New Jersey Avenue, SE  
Washington, DC 20590

Attention: (to be filled in at award)

Submit one hard copies and one electronic copy to the AOTR at the following address:

Department of Transportation  
FHWA Office of Professional and Corporate Development  
4600 North Fairfax Drive, Suite 800  
Arlington, VA 22203

Attention: (to be filled in at award)

## 2. QUARTERLY PROGRESS REPORT

The Recipient shall submit one electronic copy and one hard copy of the SF-PPR, in PDF format, to the AOTR and the Agreement Specialist, on or before the 30th of the month following the calendar quarter being reported. Final PPRs are due 90 calendar days after the end of the agreement period of performance.

Calendar Quarters are:

- (1) January -March
- (2) April-June
- (3) July-September
- (4) October-December

The SF-PPR is available online at  
[http://www.whitehouse.gov/omb/grants/grants\\_forms.html](http://www.whitehouse.gov/omb/grants/grants_forms.html).

The quarterly submittal shall consist of the SF-PPR cover page and the following required attached information. Block 10 (Performance Narrative) and Block 11 (Other Attachments) of the SF-PPR shall include the following information as attached pages:

- a) A summary of work performed for the current quarter;

- b) A summary of work planned for the upcoming quarter;
- c) A description of any problem encountered or anticipated that will affect the completion of the work within the time and fiscal constraints as set forth in the agreement, together with recommended solutions to such problems; or, a statement that no problems were encountered;
- d) A tabulation of the current and cumulative costs expended by cost element (labor, travel, indirect costs, subcontractors, etc.) by period versus budgeted costs
- e) SF 269 or SF 269A, Financial Status Report; and
- f) If advance payments are used, SF 272, Report of Federal Cash Transactions.

### 3. ANNUAL BUDGET REVIEW AND PROGRAM PLAN

The Recipient shall submit two copies of the Annual Budget Review and Program Plan to the AOTR and one copy to the Agreement Specialist 60 days prior to the end of each agreement year. The Annual Budget Review and Program Plan shall provide a detailed schedule of activities, estimate of specific performance objectives, include forecasted expenditures, and schedule of milestones for the upcoming agreement year. If there are no proposed deviations from the Approved Project Budget, the Annual Budget Review shall contain a statement stating such. The Recipient will meet with FHWA to discuss the Annual Budget Review and Program Plan. Work proposed under the Annual Budget Review and Program Plan shall not commence until AO written approval is received.

### 4. DELIVERABLES

<u>Deliverable</u>	<u>To be Completed On or Before:</u>
(to be inserted at award)	

## SECTION VII - AGENCY CONTACT

Address any questions to:

Brittany Hall  
Agreement Specialist  
Federal Highway Administration  
Office of Acquisition Management  
1200 New Jersey Avenue, SE  
Washington, DC 20590  
Brittany.Hall@dot.gov; (202) 366-1533

Secondary point of contact is Carl Rodriguez, Agreement Officer, (202) 366-4240, Email Carl.Rodriguez@dot.gov.