

***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: Carl Rodriguez, HAAM-40F

Funding Opportunity Title: ***“Technical Assistance To Promote and Advance Highway Safety”***

Announcement Type: Request for Application

Funding Opportunity Number: ***RFA Number DTFH61-09-RA-00001***

Catalog of Federal Domestic Assistance (CFDA) Number: 20.200

Dates: RFA Issue Date is October 03, 2008  
Application Due Date is November 07, 2008

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## SECTION I – FUNDING OPPORTUNITY DESCRIPTION

### A. STATEMENT OF PURPOSE

The Federal Highway Administration (FHWA) is accepting applications for a cooperative agreement to provide technical assistance to the FHWA Office of Safety to promote and advance strategic highway safety plans and create strategies to improve safety of roadway users through infrastructure design and engineering improvements in those areas where the greatest numbers of traffic fatalities occur (roadway departure (58%), intersections (21%), pedestrians (11%), and speed (32%)).

### B. LEGISLATIVE AUTHORITY

Authority to enter into this agreement is granted pursuant to SAFETEA-LU (Public Law 109-59) Section 5203, Technology Deployment.

Section 111(b)(1) of the SAFETEA-LU Technical Corrections Act of the 2008, (Public Law 110-244) requires a minimum 20 percent Recipient share.

### C. OBJECTIVE

The objective of this cooperative agreement is to provide technical assistance to the FHWA Office of Safety to promote and advance highway safety by engaging, partnering with, and facilitating dialogue amongst the State Departments of Transportation (DOTs), their Chief Executive Officers (CEOs) and their staff. This will be done through the sharing of knowledge, support and services by and with the FHWA Office of Safety for specific activities which will significantly improve the capabilities of the safety community, especially within State DOTs, to develop and effectively deliver a national highway safety program. In each of the four topic areas (roadway departure, intersections, pedestrians, speed) the FHWA Office of Safety has a dedicated manager and staff who focus on research, programmatic issues and delivery of training and technical assistance for that topic. Dedicated assistance is provided to a set of states in each of the areas above where the greatest potential for reducing these types of highway fatalities is seen. Specifics on these programs can be found at the FHWA Office of Safety website <http://safety.fhwa.dot.gov/index.htm>.

### D. STATEMENT OF WORK

The recipient shall, as a minimum, provide technical and management support for activities affiliated with the following eight (8) task areas.

#### 1. **Provide Coordination, and Facilitation to Update National Strategic Highway Safety Plan (NSHSP)**

Reach out to the many Federal, State, and local safety partners and safety organizations to update the original 1997 National Strategic Highway Safety Plan which had 22 emphasis areas. This task should include, but not be limited to:

- Development of a plan to manage the project
- Coordination of strategy meetings with partners to develop format and proposed content for the updated plan
- Development of a set of emphasis areas and strategies that enable achievement of aggressive national safety goals.
- Overall management of the updated National Strategic Highway Safety Plan project.
- Coordination with State CEOs and staff, Federal Safety Agencies and locals to formulate strategies in implementing safety countermeasures developed within new emphasis areas.

## **2. Develop / Execute Creative Strategies in HIGHWAY Safety Focus Areas**

The four major focus areas of highway safety concerns include roadway departure, intersections, pedestrians and speed management. Statistical data indicate these are the areas where the greatest number of highway traffic fatalities and injuries occur. Recipient shall devise a work plan to share knowledge and develop strategies between State DOTs, with the FHWA's assistance in the four focus areas. Activities will include coordination with the four FHWA focus area team managers and staff to strategize how FHWA can better work with State DOTs and their leadership to provide States with safety products and processes to further the recognition and promotion of the FHWA safety focus areas. This would include coordination with the FHWA Safety Data Manager to develop strategies to improve the quality of focus area state crash data.

## **3. Expand Safety Websites to Integrate Safety Knowledge Bases**

Coordinate with organizations that provide support to State DOTs to enhance and expand their safety websites to become a one-stop information depository to engineering, enforcement, education, and emergency services information and resources. Formulate a work plan to enhance these safety websites with material and links that integrate the various safety knowledge bases. This effort will be coordinated with the FHWA Office of Safety Communications and Outreach Manager, AASHTO and State DOT web coordinators. This task will also include coordination with pertinent engineering, enforcement, education, and emergency services information and resources managers to initiate safety linkages.

## **4. Develop Targeted Safety Marketing Tools and Information Packets**

Formulate a plan to develop safety marketing tools and information packets in the four major focus areas roadway departure, intersections, pedestrians and speed management for dissemination to states, and local leadership, including members of the National Governors Association (NGA) and the National Conference of State Legislators (NCSL).

## **5. Establish Methods To Improve Communications Through Joint Projects**

Establish methods to improve communications between the federal sector, national associations, practitioners, and private sector groups representing the collective interests of national, state, and local stakeholders in the traffic safety arena through joint projects. Complete an annual report discussing the merits of joint projects and activities of the FHWA Highway Safety Partnership

venture and how joint projects will enhance liaison activities between AASHTO, State DOT leadership and the FHWA Office of Safety.

## **6. Develop Strategies To Promote Highway Safety And Asset Management**

Develop strategies to address the promotion of highway safety and asset management between AASHTO, State DOT executives and FHWA. Present these strategies to at least one workshop session at each biennial National Asset Management Conference. Actively participate in one state or regional asset management conference with safety themes each alternate year.

## **7. Assist The FHWA Representative to Standing Committee on Highway Traffic Safety (SCOHTS)**

Provide staff and other assistance support to the FHWA representative to the AASHTO Standing Committee on Highway Traffic Safety (SCOHTS) and its Safety Management Subcommittee to aid FHWA in achieving its goals related to highway traffic safety. This task will include, but not be limited to:

- Developing a strategic plan for FHWA participation in the SCOHTS, its subcommittees and task forces.
- Developing a strategic direction for FHWA to other AASHTO committees, in particular the Standing Committee on Planning.
- Assistance in planning, conducting and documenting meeting information for FHWA participation in SCOHTS meetings, its subcommittees and task forces.
- Developing strategies to execute the plans and directions of the SCOHTS, its subcommittees and task forces.

## **8. Advanced Capabilities and Capacity of the Highway Safety Discipline**

Advance the capabilities of professional staff and the analysis tools they use to create comprehensive, data-driven programs which can maximize the effectiveness of resources used to improve safety. With assistance from the FHWA, develop and execute a plan to advance initiatives to enhance capabilities and capacity of the highway safety discipline in a comprehensive and strategic fashion, including coordination with the efforts and products of the AASHTO Standing Committee on Highway Traffic Safety (SCOHTS) and Safety Management Subcommittee.

Promote to State CEOs the recommendation of Transportation Research Board Special Report 289. This report urges “AASHTO and the Governors Highway Safety Association (GHSA) to forge a broad-based alliance of safety-related organizations for the central purpose of advancing the road safety workforce and profession”.

Promote and support two new centers for surface transportation excellence relating to highway safety. The goal of the centers is to promote and support strategic national surface transportation programs and activities, relating to the work of State Departments of Transportation (DOTs) in the areas of environment, surface transportation safety, rural safety, and project finance.

As specified in SAFETEA-LU, the Center for Excellence in Surface Transportation Safety was established at the Virginia Tech Transportation Institute, and the Center for Excellence in Rural Safety was established at the Hubert H. Humphrey Institute, Minnesota. Each center has developed a multiyear strategic plan that describes activities and specific projects and how they will be coordinated with FHWA and other research, development, and technology transfer efforts.

NOTE: See Section VI, **AWARD ADMINISTRATION INFORMATION**, Paragraph B.1 for information on number of copies and addresses for submittal of deliverables and reports. See Section VI, **AWARD ADMINISTRATION INFORMATION**, Paragraph b.4, Deliverables, for Deliverables Due Dates.

### **Section 508 Rehabilitation Act Compliance**

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 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.

#### 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.

- a. 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.
- b. 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 \$1,200,000 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	\$240,000
Agreement Year 2	\$240,000
Agreement Year 3	\$240,000
Agreement Year 4	\$240,000
Agreement Year 5	<u>\$240,000</u>
TOTAL	\$1,200,000

### B. NUMBER AND TYPE OF AWARDS ANTICIPATED

FHWA anticipates making the award of one cooperative agreement resulting from this RFA.

### C. PERIOD OF PERFORMANCE

The period of performance for this cooperative agreement will be sixty (60) months.

### D. 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;
- Participation in status meetings, including kick off meeting and annual budget reviews; and
- Involvement in technical decisions.

### SECTION III - ELIGIBILITY INFORMATION

#### ELIGIBLE APPLICANTS

This competition is full and open.

#### COST SHARING OR MATCHING

Pursuant to Section 111 of Public Law 110-244, the Recipient shall provide a minimum non-federal matching contribution of 20 percent of the total project cost.

### 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).

*Note: It is recommended that applicants register on grants.gov in advance of the application due date. Approval of user registrations for the grants.gov site may take multiple weeks.*

#### 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 \* - **25 page limit**
  - 2) Budget Application Detail\* - no page limit

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

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

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**

Technical applications must contain:

#### **TECHNICAL & MANAGEMENT APPROACH:**

The application shall include a program narrative statement that describes the technical and management approach. Describe in detail how you would proceed if awarded this agreement and how you propose to meet the program objectives. Describe facilities for the conduct of the research.

#### **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.

Provide brief resumes for the proposed Principal Investigator, Project Manager and other key personnel to include name, experience, education, and proposed role in project. (Note: resumes do count against the designated page limitations).

#### **PROPOSED STAFFING - PERSONNEL POSITIONS AND DESIRED QUALIFICATIONS:**

The Government has established the following 3 positions for this project.

Proposed personnel will represent the capabilities described in the following paragraphs:

**Program Manager:** The Program Manager (PM) will be responsible for overall management of the contract, including quality assurance for all products delivered to the government and availability of resources to complete all task orders. The PM may perform actual task functions including coordination of the tasks. The PM will have experience in successfully managing similar projects comparable in size and content as this contract. The PM will have a minimum of 3 years experience in contract management. The PM will have demonstrated success in keeping

programs on schedule and within budget, and in providing high quality products meeting the sponsor's expectations.

**Technical Specialist:** The term technical specialist includes engineer, computer specialist, Training Specialist, Video Specialist, Communications Specialist, Multimedia Designer, and Graphic Artist, etc. The technical specialists will have as a minimum, a Bachelor's degree in a subject area that is directly related to the subject of relevance and 2 years of experience. The experience will be in the relevant technical field through work in a public or private organization, through academic affiliations, or other experience that reflects technical accomplishments in the subject area and that demonstrates a competence equal to the necessary effort of providing expert technical advice to the sponsor.

**Writer/Editors:** The writer/editors will have, as a minimum, a Bachelor's degree plus 2 years experience in writing and editing technical material, preferably in the highway transportation/engineering field (4 additional years of writing/editing experience may be substituted for the Bachelor's.) The writer/editors must be skilled in writing and editing documents of various lengths from 1 or more than 100 pages, ensuring technical accuracy, proper grammar, consistency of style, and proper format.

## **PROPOSAL INSTRUCTIONS:**

**NOTE: The Technical Application cannot exceed 25 pages.**

In the event an application exceeds the 25-page limitation, the Government will evaluate only the first 25 pages of the proposal. The format of the above application shall be as follows:

1. Proposals shall be prepared on 8 ½ 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 x 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.

## **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.

### **Government Estimate of Level of Effort**

The government estimate of the level of effort (LOE) for this task order (5 years) is approximately 12,600 total labor hours, plus travel, postage, expendables and other direct costs. The proposer may propose more or less level of effort with an explanation and rationale for any significant change from this estimate.

<b>Labor Category</b>	<b>Total Hours</b>
Program Manager	10,500

Technical Specialist	1,260
Writer/Editor	840
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Total	12,600

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#### 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 November 07, 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.

FHWA anticipates the effective date of this agreement will be December 22, 2008.

#### 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.

**Travel:** 10 professional meetings (1 person for 2 days, 10 trips)

#### Other Direct Costs

Postage & Shipping	\$2,000
Expendables	\$2,000

## SECTION V – APPLICATION REVIEW INFORMATION

### A. EVALUATION CRITERIA

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

#### **TECHNICAL:**

Proposals will be evaluated using the four following criteria areas arranged in descending order of importance. Sub criteria are of equal weight within their main criteria heading.

#### **1). Organization's Qualifications to Perform Tasks**

- Accessibility to CEOs of State DOTs and ability to work with State DOT Administrations
- Knowledge of the organizational structure of State DOT Communities.
- Demonstrated relationship with State DOT executives and technical staff that permits direct access to decision makers and operators of transportation facilities, who are essential to achieving the transportation safety goals of the FHWA.
- Technical and institutional knowledge and history of State DOT Administrations.
- Internal organizational structure and experience to address advancement of FHWA safety goals.
- Association and experience with organizations specified in the 8 specific task areas.

#### **2). Technical Approach**

- Demonstration of a clear understanding of the scope of the work.
- Demonstration of knowledge and an understanding of the program tasks and objectives.
- Knowledge of State DOT engineering aspects of highway infrastructure safety.
- Technical approach and experience with developing effective marketing materials targeted to states and local political leadership.

#### **3). Staffing**

- Demonstrated expertise and experience of the Program Manager and other team members.
- Cost efficient utilization of staffing categories
- Team ability to perform the SOW (including subcontractors and consultants)

#### **4). Resources**

- Demonstrated adequate technical data, equipment, facilities, proposed direct cost types and quantities to complete the work.

#### **Other Evaluation Considerations**

Consideration will be given to organizations that propose a greater share of the cost for the cooperative agreement. Federal share would be 80% with organization receiving award at 20%. Applicants may propose a higher non-Federal share, which may be taken into consideration.

**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 application that is 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 an award on or about December 22, 2008.

#### **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 David Smith 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: Carl Rodriguez

Example: Invoice No. 35 – DTFH61-09-H-00001 – ABC University – Attention: Carl Rodriguez

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: Sean Wybenga

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: Carl Rodriguez

All requests for requests for advance or reimbursement must identify Carl Rodriguez 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 18.44 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

**Funds are not presently available for this cooperative agreement. The Government's obligation under this cooperative agreement is contingent upon the availability of appropriated funds from which payment for cooperative agreement purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Agreement Officer for this cooperative agreement and until the Recipient receives notice of such availability, to be confirmed in writing by the Agreement Officer.**

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: Carl Rodriguez

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

Department of Transportation  
FHWA Office of Safety  
1200 New Jersey Ave, S.E. Rm E73-314  
Washington, DC 20590

Attention: David Smith

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

Task 1 – Update the 1997 National Strategic Highway Safety Plan. A work plan for updating the Plan will be due six (6) months from date of award. Final updated plan will be due twenty-four (24) months from completion of work plan.

Task 2 – Work plan to share knowledge and develop/execute strategies in FHWA Office of Safety focus areas due six (6) months from date of award. Coordination with focus area teams until completion of agreement.

Task 3 – Work plan to expand safety websites due six (6) months from date of award. Website expanded with material and links within twenty-four (24) months from date of award. Coordination of activities to enhance website maintained until completion of contract.

Task 4 – Work plan to develop safety marketing tools and information packets, targeted to states and local leadership including members of NGA and NCSL, completed within eighteen (18) months of date of award. Coordinate with FHWA Safety Marketing and Communications Manager until completion of the agreement.

Task 5 - Annual report discussing the merits of joint projects and activities of the FHWA Highway Safety Partnership venture and how joint projects will enhance liaison activities between AASHTO, State DOT leadership and the FHWA Office of Safety. Annual report will be due by December 31<sup>st</sup> of each year until completion of the agreement.

Task 6 – Assist FHWA/AASHTO in developing asset management workshop session (presentation material development) for one national conference every two (2) years and one (1) state or regional conference each alternate year.

Task 7 – Prepare and deliver to FHWA representative, within two (2) months of each Standing Committee on Highway Traffic Safety (SCOHTS) or its Safety Management Subcommittee, a report on the proceedings of the meetings with suggestions how FHWA representative can support the committee and subcommittee activities and initiatives.

Task 8 – Develop and support a plan, outlining potential initiatives by FHWA, AASHTO, and their safety partners, to advance capabilities of professional staff and capacity of the highway safety discipline in a comprehensive and strategic fashion. An initial plan is due (6) months from award date with updated plans due each twelve (12) months thereafter.

## SECTION VII - AGENCY CONTACT

Address any questions to:

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

Email [Carl.Rodriguez@dot.gov](mailto:Carl.Rodriguez@dot.gov). (202) 366-4240,

Secondary Point Of Contact

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

Email [Brittany.Hall@dot.gov](mailto:Brittany.Hall@dot.gov). (202) 366-1533,