

***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: **“Air Quality Health Effects and Highway Proximity”**

Announcement Type: Request for Application

Funding Opportunity Number: ***RFA Number DTFH61-09-RA-00004***

Catalog of Federal Domestic Assistance (CFDA) Number: 20.200

Dates: RFA Issue Date is July 31, 2009
Application Due Date is August 25, 2009

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SECTION I – FUNDING OPPORTUNITY DESCRIPTION

A. STATEMENT OF PURPOSE

The Federal Highway Administration (FHWA) hereby requests applications to result in the award of one grant agreement to conduct a research study on **“Air Quality Health Effects and Highway Proximity.”**

B. LEGISLATIVE AUTHORITY

Statutory authority to award a grant agreement for this effort is found in Section 5207 of the Safe, Accountable, Flexible, Efficient, Transportation Equity Act: A legacy for Users (SAFETEA-LU) (P. L.109-59), which established the Surface Transportation Environmental and Planning Cooperative Research Program (STEP). The general objective of STEP is to improve understanding of the complex relationship between surface transportation, planning and the environment.

Statutory Authority to award this grant agreement is also derived from 23 USC 502 (b)(3) as amended by P.L. 109-59 – August 10, 2005. Per Section 5201 paragraph (c)(3) COOPERATION, GRANTS AND CONTRACTS.- “The Secretary may carry out research, development, and technology transfer activities related to transportation- ... (C) by making grants to, and entering into contracts and cooperative agreements with one or more of the following: the National Academy of Sciences, the American Association of State Highway and Transportation Officials, any Federal laboratory, Federal agency, State agency, authority, association, institution, for-profit, or non-profit corporation, organization, foreign country, or any other person.”

Cost Share - Pursuant to SAFETEA-LU Section 5101(b), the maximum Federal share of eligible project cost is 50 percent.

C. OBJECTIVES

The objective of this grant agreement is to better understand the fundamental science and relationships between on-road vehicle emissions and the health of people who live at various distances from roads or who spend differing amounts of time in traffic:

- Obtain scientific based, objective research;
- Develop, maintain, and expand the existing information base on the health effects of air pollution, especially as it relates to mobile source air toxics project decision documents and transportation delivery;
- Provide accurate and up-to date- information concerning air pollution trends, especially as it relates to alternative fuels and new technologies.

D. STATEMENT OF WORK

Background

Despite great reductions in air pollution from mobile sources, for the last several decades there have been strong community concerns about the affects of pollution on human health including air pollution attributed to motor vehicles. This includes concerns about civil rights of minority populations based on high concentration of pollution sources in their communities. Assessments focus on transportation-related issues that affect the community and the quality of life of its people. Typical community issues include safety, mobility/access, community cohesion, displacement of people, businesses, and farms, taxes and property value, noise and Environmental Justice issues, access to public facilities and services, aesthetic values, destruction or disruption of man-made and natural resources, and disruption of desirable community growth. Human health effects from motor vehicles emissions on communities and people are emerging as an important community concern throughout urban areas in the United States.

Information is required on the known relationships between transportation/highway related air pollutant emissions and their potential human health impacts in order to formulate appropriate policy and methods to evaluate potential adverse human health effects on or near transportation sites, if appropriate. The scientific strength and technical validity of literature reported inhalation exposure levels and purported human health effects in exposed populations remain unclear, especially for mobile source air toxic compounds and particles. In addition, there is currently no definitive list of knowledge gaps and research needs to identify future research to help the research and transportation community move from poorly defined concentration levels, exposures, and human health effects to a firm understanding of these relationships, if any. Research described herein will assist in reducing the uncertainties associated with transportation related air pollution levels and potential human health effects and will complement FHWA's own strategic research initiatives.

PURPOSE

The FHWA has a need to better understand the fundamental science and relationships between on-road vehicle emissions and the health of people who live at various distances from roads or who spend differing amounts of time in traffic. To this end, the FHWA seeks an organization that has an extensive history of health effects evaluation and peer reviewed publications; is overseen by a nationally-recognized scientific review board, and has an extensive on-going health effects research program with a focus on human health toxicology, epidemiology, and the relationship of this research on human health morbidity and mortality outcomes.

The goals of this research are to contribute to, critically summarize, and clearly and concisely synthesize the state of scientific knowledge regarding the potential for adverse human health impacts and highway proximity. Research findings addressing the goals and specific needs of FHWA will be published in a public document and communicated to decision-makers. Reports from this work will assist decision-makers on the strength of the scientific evidence relating current

and future vehicle emissions to negative health outcomes and provide a solid foundation for future policy decisions.

SUMMARY OF WORK

The FHWA seeks to support complex scientific research and evaluation programs on highway proximity air quality health effects to better understand the fundamental science and relationships between on-road vehicle emissions and the health of people who live at various distances from roads or who spend differing amounts of time in traffic through the following efforts:

- 1) A critical review of over 400 relevant epidemiology, toxicology and exposure studies conducted over the last 20 years;
- 2) An initiative to understand the differential health impacts of particles from various sources so that the toxicity of vehicle emissions or lack thereof can be seen in context;
- 3) A determination and implementation of targeted studies needed to understand the health impacts of emerging vehicle technologies; and
- 4) Identification of the major trends and key regulatory decisions likely to emerge over the next 5 years.

Critical Review of the Air Quality Health Impacts of Traffic

Recipient will perform a critical review of the complex and often conflicting findings of over 400 studies on the air quality health impacts of traffic conducted over the last 20 years. Many questions exist about the growing number of epidemiology, toxicology and exposure studies evaluating the health of people who live at various distances from roads or who spend differing amounts of time in traffic. This review will critically evaluate and synthesize the science in this area including effects of stress, noise and other factors that extend beyond traditional air pollutants and sources, such as attached garages, drive through services, gas stations, junk yards, other neighborhood sources, and smokers.

Particle Emissions and Toxicity

Recipient will evaluate the differential health impacts of particles from different sources. The evaluation will avoid a focus on vehicle emissions alone and bring together a multi-sector partnership between the U.S. Environmental Protection Agency and a range of industries (oil, utility, steel, vehicle, pulp and paper) to support a broad national program of integrated toxicological and epidemiological studies across the U.S. where the composition of particulate matter (PM) and levels of gaseous pollutants differ, thus providing possible insights into synergistic pollution effects. The study is expected to yield a better understanding of toxicity (or lack of toxicity) of PM from many key sources, enabling vehicle emissions (diesel, gasoline, road dust) to be seen in context. Findings are expected to provide a better understanding of particle components that will be important in future National Ambient Air Quality Standard reviews and have important implications for state and federal air quality management policies.

Projecting Future Fuels and Technology Challenges

Recipient will evaluate the rapidly changing face of technology, fuels, and climate and then develop and implement a research portfolio that is relevant to understanding the health impacts of emerging transportation scenarios. Recipient will consider the timing, expectations and health concerns of ethanol, bio-fuels, plug in hybrids, next generation diesel fuels and engines and/or after-treatments,

hydrogen, advances in traditional gasoline vehicles, the new Energy Independence Act alternative fuels requirements, and the implications of climate change for the transport sector, among other aspects.

Science to Inform Decisions for the Next 5 Years

FHWA will participate in discussions with the recipient to identify major trends and key regulatory decisions that are likely to emerge. These include climate co-benefits, as well as the topics noted above that will be taken up in the development of a formal strategic plan to guide research priorities over both the short and long term. FHWA's participation will help ensure that research needs relevant to highway policy play an important role in this plan. The strategic plan will address:

- new research on traffic and air toxics;
- soon to be released results on the *long term* health impacts of traffic;
- continuing research on PM and gases;
- continuing research on fuels and additives; and
- continuing "accountability" studies of the effectiveness of regulatory interventions (e.g. the London congestion charging scheme, the health impact of traffic control measures taken during the Beijing and Atlanta Olympics and many others).

TASKS

Task 1. Recipient will develop a bibliography of relevant toxicology, epidemiology, and exposure studies in proximity to highways that have been evaluated for human health effects. The bibliography will be presented by study type. For each study type, the recipient will provide a critical review of the strengths and weaknesses, scientific validity, and the extent to which correlation/causation is demonstrated by the group of studies. Recipient will contribute to the scientific basis for establishing qualitative probability rankings for most probable cause and effects relationships between individual chemicals, mixtures, and other factors with human health outcomes. Findings relevant to transportation policy-making will be actively communicated.

Task 2. Recipient will develop a list of relevant particle compositions and associated sources, such as industrial, transportation, agriculture, and non-anthropogenic. Recipient will list the types of sources emitting the principal particle constituents. The relative toxicity of the range of constituents will be considered in interpreting the significance of each emission source.

Task 3. Recipient will develop, implement, and communicate a research portfolio needed to understanding the health impacts of emerging vehicle technologies and fuels being developed to meet the challenges of climate change and environmental mitigation.

Task 4. Recipient will hold targeted discussions with the FHWA to identify major trends and key regulatory decisions likely to emerge in the future. This will help ensure that research needs relevant to highway policy play an important role in the recipient's strategic planning effort.

Task 5. Recipient will hold quarterly meetings with relevant FHWA staff to discuss progress on tasks and preliminary findings.

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 \$500,000 will be made available for the award subject to availability. FHWA anticipates this funding will be made available for subject to availability of funds based on the following schedule:

Agreement Year 1 (Base Period):	\$100,000
Agreement Year 2 (Base Period):	\$100,000
Agreement Year 3 (Base Period):	\$100,000
Agreement Year 4 (Option Year1):	\$100,000
Agreement Year 5 (Option Year2):	<u>\$100,000</u>
TOTAL	\$500,000

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

B. NUMBER OF AWARDS ANTICIPATED

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

C. PERIOD OF PERFORMANCE

The period of performance for this grant agreement will be three base years with two 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.

D. TYPE OF AWARD

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

E. DEGREE OF FEDERAL INVOLVEMENT

The FHWA anticipates Federal involvement between the FHWA and the Recipient during the course of this grant agreement. The FHWA AOTR will participate in the planning and management of this agreement and will participate in the participant's activities as appropriate. The FHWA will, as a minimum:

- Provide input on the recipient's research portfolio. FHWA will participate in discussions with the recipient to identify major trends and key regulatory decisions that are likely to emerge. FHWA's participation will help ensure that research needs relevant to highway policy play an important role in this portfolio. The portfolio will address:

- new research on traffic and air toxins;
- soon to be released results on the *long term* health impacts of traffic;
- continuing research on PM and gases;
- continuing research on fuels and additives; and
- continuing “accountability” studies of the effectiveness of regulatory interventions (e.g. the London congestion charging scheme, the health impact of traffic control measures taken during the Beijing and Atlanta Olympics and many others).
- Coordinate information with other FHWA offices and activities as needed.
- Participate in status meetings, annual meetings, and other discussions as needed.
- Review, comment on draft documents as appropriate.

The FHWA will partner with the Recipient and provide the necessary guidance to help complete all work under the agreement. The AOTR will participate in the planning and management of this grant agreement and will coordinate activities between the Recipient and the FHWA.

SECTION III - ELIGIBILITY INFORMATION

A. ELIGIBLE APPLICANTS

This solicitation is open to all sources.

B. COST SHARING OR MATCHING

Pursuant to Section 5101(b) of Public Law 109-59, the maximum Federal share of eligible project cost is 50 percent.

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. The applicant shall submit the application on-line at 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 * - 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.

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:

1. **TECHNICAL & MANAGEMENT APPROACH:** A detailed technical and management plan describing in detail how you would proceed if awarded this cooperative agreement. Discuss the ability to clearly describe the project objectives, needs, and the manner in which they will be addressed. Provide a sound, feasible, and achievable technical approach . Discuss the steps (or tasks) to execute the methodology by which the project objective will be achieved.
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.

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.

(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.

1. Recipient should submit a budget summary for the entire 60 months agreement period of performance and a separate summary for each year of the project.

Budget applications must clearly contain:

- a. Labor Rates- Direct labor-by-labor categories to include hours, rates and escalation. Anticipated promotions for any personnel shall be included with the escalation calculation. The annual direct labor escalations rate and its basis should be clearly stated with the proposal. Discuss your proposed rate as compared to historical experience and include when and how escalation will be calculated/implemented. Resumes of proposed personnel shall be included.

- b. Indirect Rates- Discuss your proposed rates for all years. Identify all the various specific indirect rates including what they are (pool and base), and what they are based on (e.g.; labor overhead based on direct labor dollars) and how they are applied/calculated. Provide dollar values as well as percentages. Please also provide any audit information to support these rates.
 - c. Other Direct Costs- Recipients must provide a breakout of Other Direct Costs by Category (travel, equipment, ect.)
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, shall 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 by 4:15 pm Washington, DC time on August 18, 2009.

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 for receipt of all applications. Applicants must register with 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 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 in the following of precedence; technical, cost and past performance.

TECHNICAL:

FHWA will evaluate the applications against the following technical evaluation criteria listed below in descending order of importance.

1. Recipient's demonstration of technical competence and understanding of the Statement of Work requirements. (Sub-criteria a., b., c., d., and e. are of equal importance)
 - a. Demonstrated experience and working knowledge of the fundamental science and relationships between on-road vehicle emissions and the health of people who live at various distances from roads or who spend differing amounts of time in traffic.
 - b. Demonstrated experience and working knowledge of health effects evaluation with a focus on human health toxicology, epidemiology, and the relationship of this research on human health morbidity and mortality outcomes.
 - c. Demonstrated independent and impartial source of scientific information on the health effects of air pollution from on-road mobile sources and other sources in the environment.
 - d. Demonstrated experience such as published technical articles, government-funded research projects, consensus reports, and peer reviewed publications.

- e. Demonstrated relationships with researchers, academia, and government agencies such as the Environmental Protection Agency and the Federal Highway Administration.
2. Recipient's indication of sufficient resources to complete the agreement requirements satisfactorily. (Sub-criteria a., b., and c., are of equal importance).
 - a. Acceptable and sufficient relevant education and experience of the proposed Principal Investigator (PI) in the agreement area of health effects evaluation. The PI shall supply a resume with experience and prior research conducted related to health effects evaluation. Availability of the PI over the agreement period.
 - b. Acceptable and sufficient education and experience of the other proposed staff in the contract area of health effects evaluation.
 - c. Acceptable network of researchers throughout North America.
 3. Recipient's responsiveness to the technical requirements of the Statement of Work. (Sub-criteria a. and b. are of equal importance and are of greater importance than sub-criteria c.)
 - a. Demonstrated completeness of the application in concisely addressing the work to be performed in each task and an overall grasp of the agreement goals and requirements.
 - b. A demonstrated understanding of the necessity of meeting schedule requirements in a timely and professional manner.
 - c. Understanding of the technical and administrative requirements of the agreement as demonstrated in the recipient's application.

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

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.

B. REVIEW AND SELECTION PROCESS

The Government will select the application that is considered the most advantageous to the Government. Of three factors, technical and cost are considered the most important; past performance is of less importance.

The Agreement Officer is the official responsible for final award selection. 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 October 31, 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];
- “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];
- “New Restrictions On Lobbying (49 CFR Part 20),” [located at 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];

- 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];
- OMB Circular A-133, “Audits of States, Local Governments, and Non-Profits” [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]; 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 – DTFH61-09-H-00001 – ABC University – Attention: Brittany Hall

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 grant 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 19.61 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 49 CFR 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 grant agreement is \$500,000 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.

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, Government wide 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 electronic copy to the Agreement Specialist at the following address:

Brittany.hall@dot.gov

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

Federal Highway Administration
Office of Natural Environment
1200 New Jersey Avenue
Washington, DC 20590

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.

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 one copy 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

Deliverable 1 – Work Plan Report. Recipient will develop a work plan that includes interim and final deliverable formats, timelines, level of technical complexity, internal and external peer reviewers, reporting requirements during the interim and final deliverables process, and all other logistical issues prior to initiation of work on this cooperative project. All logistical, product, review and approval process issues will be defined prior to cooperative project initiation.

Deliverable 2 – Detailed Reports. Recipient will prepare detailed reports of the research findings resulting from tasks 1 through 4 described above.

Deliverable 3 – Briefing. The primary author(s) of the detailed reports will provide an in-person briefing in Washington, D.C. of research findings at a mutually agreed upon time.

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.rodriquez@dot.gov .