

***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  
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Funding Opportunity Title: **“Off Highway Vehicle Ethics Training”**

Announcement Type: This is the initial announcement of this funding opportunity.

Funding Opportunity Number: **RFA Number DTFH61-11-RA-00006**

Catalog of Federal Domestic Assistance (CFDA) Number: 20.219

Dates: RFA Issue Date is March 08, 2011  
Application Due Date is April 08, 2011

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## **SECTION I - FUNDING OPPORTUNITY DESCRIPTION**

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

The Federal Highway Administration (FHWA) hereby requests applications from all interested organizations to result in the award of a Cooperative Agreement (Agreement) for Off Highway Vehicle (OHV) Ethics Training in order to complete the following tasks:

- Develop and operate an off highway vehicle (OHV) ethics training program.
- Identify, coordinate, and enhance OHV ethics training opportunities nationwide.
- Convene and coordinate training programs and courses that focus on outdoor ethics for motorized and mechanized recreation.
- Develop and assist statewide OHV ethics training programs.

OHV ethics training developed and provided under this Agreement will assist Federal, State, and local land management agency staff, OHV volunteers, and the public and enhance trail management on Federal, State, local, and private lands through OHV ethics education.

The initial period of performance for this Agreement will be one base year from the effective date of this agreement, with up to three option years. Funds are subject to availability.

### **B. LEGISLATIVE AUTHORITY**

The Recreational Trails Program (RTP) has statutory authority for cooperative agreements with government agencies, institutions of higher learning, and nonprofit organizations under 23 U.S.C. 104(h)(1), as extended in Section 201 of Public Law 112-5.

23 U.S.C. 104(h) RECREATIONAL TRAILS PROGRAM.—

(1) ADMINISTRATIVE COSTS.— Before apportioning sums authorized to be appropriated to carry out the recreational trails program under section 206, the Secretary shall deduct for administrative, research, technical assistance, and training expenses for such program \$840,000 for each of fiscal years 2005 through 2009. The Secretary may enter into contracts with for-profit organizations or contracts, partnerships, or cooperative agreements with other government agencies, institutions of higher learning, or nonprofit organizations to perform these tasks. [Section 201 of Public Law 112-5 has extended this timeframe through September 2011.]

## C. BACKGROUND

Federal and State trail administrators and national trail organizations recognized a need for training to promote trail planning, design, construction, maintenance, and management to provide for a wide range of trail opportunities while protecting and enhancing the environment. The Bureau of Land Management (BLM) performed a training survey in 1999, which documented needs for new and additional training opportunities and resources, particularly as many BLM, National Park Service (NPS), and Forest Service (FS) employees are becoming eligible for retirement. These retirements are taking place, and the need for training is becoming more critical.

The FHWA, FS, BLM, Fish and Wildlife Service, NPS, Army Corps of Engineers, and Centers for Disease Control and Prevention signed a *Memorandum of Understanding [MOU] to Promote Trails Training and Trail Resource Information Exchange*. This Agreement will help to implement the goals of this MOU. This MOU is similar to a Mission Statement among national nonprofit organizations participating in the National Trails Training Partnership (NTTP). (See the Federal MOU at: [www.fhwa.dot.gov/environment/rectrails/stam2004/ntp/attachment1.htm](http://www.fhwa.dot.gov/environment/rectrails/stam2004/ntp/attachment1.htm) and the nonprofit organization Mission Statement at [www.americantrails.org/ntp/MissionNTTP.html](http://www.americantrails.org/ntp/MissionNTTP.html)).

FHWA's Recreational Trails Program (RTP) provides funds to the States to develop and maintain recreational trails for motorized and nonmotorized use. Training is an important part of FHWA's technical assistance to promote high quality trails and trail programs. FHWA may use RTP administrative funds to enter into partnerships and cooperative agreements with government agencies, institutions of higher learning, and nonprofit organizations to perform research, technical assistance, and training. FHWA proposes the award of a cooperative agreement to coordinate training programs and courses that focus on outdoor ethics for motorized and mechanized recreation.

**Note:** FHWA's Agreement (No. DTFH61-06-H-00024), entitled "Tread Trainer Program," features a period of performance that began on September 1, 2006, and ended on February 28, 2011. The incumbent was Tread Lightly!, Inc., the national nonprofit organization that developed and coordinates the Tread Lightly! program. See [www.treadlightly.org](http://www.treadlightly.org) for more information regarding the previous agreement.

## D. OBJECTIVES

The objectives of the prospective Agreement include:

- Develop and operate an off highway vehicle (OHV) ethics training program.
- Identify, coordinate, and enhance OHV ethics training opportunities nationwide.
- Convene and coordinate training programs and courses that focus on outdoor ethics for motorized and mechanized recreation.
- Develop and assist statewide OHV ethics training programs.
- Provide Quarterly Reports and Annual Reports to FHWA (as defined below).

## **E. STATEMENT OF WORK**

The purpose of this Agreement between the Federal Highway Administration (FHWA) and the Recipient is to support Tasks performed under this Agreement.

### **Accessibility Requirements: Section 508 of the Rehabilitation Act of 1973**

Please refer to Accessibility Requirements in Section I, Part F.

#### **Notes:**

1. The tasks below marked “required” constitute the minimum level of performance under this Agreement.
2. The tasks marked “desired” are considered very important for a successful OHV ethics training program and are therefore considered an addition to the minimum level of performance. Proposals that incorporate “desired” elements from this statement of work, without additional cost to the Government, will receive appropriate additional consideration in the evaluation process.
3. Applicants also are encouraged to propose “supplemental activities” above the “required” tasks that support the OHV ethics training activities, without additional cost to the Government. Proposed supplemental activities will receive appropriate additional consideration in the evaluation process.
4. Applicants are encouraged to explain how OHV ethics training activities can be integrated with the RTP, the Federal-aid surface transportation program in general, and with FHWA programs that have similar goals or outcomes as recreational trail activities.
5. Applicants must demonstrate recent relevant successful cooperation with Federal Land Management agencies that have significant amounts of OHV recreation, especially the FS and BLM. Courses and information developed and supported under this agreement must be consistent with Forest Service and BLM policies.

Tasks performed under this Agreement include the items below:

#### **Task 1: Develop and Operate an Off Highway Vehicle (OHV) Ethics Training Program and an Ethics Training Website. (Required)**

The Recipient will develop and operate an OHV ethics training program. The Recipient may dedicate one or more program managers and/or specialists to assist in the overall administration of this program.

The Recipient will develop, host, and maintain an OHV ethics training website (or an OHV ethics section within a larger website). The website should, at a minimum:

- Provide up-to-date and accurate information about OHV ethics training opportunities.
- Provide links to publications, information materials, curriculum, and other resources related to OHV ethics training.
- Provide, host, and maintain a technical assistance section.

The website must meet Federal accessibility standards (see **Accessibility Requirements listed on p. 7**).

**Notes: Within their submissions, applicants:**

1. Should explain how they will reply to specific inquiries from the public.
2. Should provide a detailed description of the information to be included on relevant sections of the website, and how the information will be obtained, verified, and updated, including an appropriate update cycle.
3. May propose an additional level of effort that could take place without additional cost to the Government.

**Task 2: Identify, Coordinate, and Enhance OHV Ethics Training. (Required)**

The Recipient will identify, coordinate, and enhance OHV ethics training opportunities nationwide. In order to complete the task, the Recipient should, at minimum:

- Identify OHV ethics training providers and programs nationwide.
- Coordinate with OHV ethics training providers and programs to enhance OHV ethics training opportunities nationwide.

**Task 3: Convene, Coordinate, and Conduct OHV Ethics Training Courses. (Required)**

The Recipient will convene and coordinate training programs and courses that focus on outdoor ethics for motorized and mechanized recreation on Federal, State, local, and private lands.

- Conduct a minimum of four OHV Ethics training courses annually, with a minimum goal of 80 students per year. Courses may be held at the request of government agencies or nonprofit organizations.
- The Recipient should give priority to State and local government employees, but Federal employees, volunteers, nonprofit organization employees, and for-profit contractors and their employees also should be encouraged to attend.
- The Recipient should demonstrate evidence that it markets and offers to hold the course in geographically diverse sections of the United States.

**Notes: Within their submissions, applicants should:**

1. Explain how the OHV Ethics Training courses will be developed and offered, what priority will be placed on these courses, and propose the desired number of courses, proposed attendance, and proposed locations.
2. Explain how costs will be covered, whether fees will be charged, and how, if generated, program income will be used. (For additional information regarding Program Income, review the item located on p. 24.)
3. Demonstrate recent relevant experience of successful cooperation with Federal Land Management agencies that have significant amounts of OHV recreation, especially the FS

and BLM. Courses and information developed and supported under this agreement must be consistent with FS and BLM policies.

**Task 4: Coordinate Training with National Nonprofit Organizations. (Required)**

The Recipient will cooperate and coordinate with national nonprofit organizations involved in national trails training efforts. Cooperation includes:

- Providing information on OHV ethics training courses through the national and statewide trails training organizations and other means to promote the training courses.
- Representing OHV ethics training opportunities at the national level along with other motorized and mechanized user organizations.

Evidence of cooperation and coordination must be reported within required reports.

**Task 5: Cooperate with FHWA. (Required)**

The Recipient will:

- Give financial support credit to FHWA, using language provided by FHWA, on publications developed with FHWA support, in course materials, and on the OHV ethics website.
- Include a publication disclaimer provided by FHWA.
- Provide FHWA with the opportunity to review and comment on draft training documents.
- Provide FHWA with a quarterly report stating work performed in the previous three months, work to be accomplished in the next three months, work to be accomplished over the next year, and issues encountered.
- Provide FHWA at least one slot in each training course without charge.

**Task 6: Supplemental Activities (Desired).**

The Recipient may participate in other tasks that support OHV ethics training activities, without additional cost to the Government.

**Notes:**

1. Applicants are encouraged to suggest additional proposed services.
2. Supplemental activities will receive appropriate additional consideration in the evaluation process.
3. Applications should explain what additional services may be provided, who will be served, and how costs will be covered.

## **F. SECTION 508 OF THE REHABILITATION ACT OF 1973**

### **Accessibility Requirements: Section 508 of the Rehabilitation Act of 1973**

Although the requirements of Section 508 of the Rehabilitation Act of 1973, as amended, 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 Agreement must be Section 508-compliant so that they can be web posted without further modification.

Applicants that ensure that their websites comply with Federal Accessibility Requirements will receive higher consideration during the evaluation.

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. See Section 508 of the Rehabilitation Act at [www.access-board.gov/508.htm](http://www.access-board.gov/508.htm) and the Federal Information Technology Accessibility Initiative Home Page ([www.section508.gov/](http://www.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 nonlinear 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 online, 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.

Draft documents developed under this Agreement shall be delivered as electronic files compatible with Microsoft Word 2000, or verified to be error free when read using Microsoft Word 2000 and Adobe PDF formats. Any other electronic format shall receive prior approval from the AOTR. With prior approval of the AOTR, artwork or graphics not embedded in the electronic (MS Word) document may be submitted in camera ready format. Deliverables must follow the publications guidelines available at: [www.tfhrc.gov/qkref/qrgmain.htm](http://www.tfhrc.gov/qkref/qrgmain.htm) unless otherwise indicate in this scope of work.

The final deliverables to be delivered under this Agreement must comply with Section 508 of the Rehabilitation Act and the Access Board Standards available online at: [www.section508.gov](http://www.section508.gov). Unless otherwise indicated, the Recipient represents by signature on this agreement that all deliverables will comply with the Access Board Standards. Final documents will be delivered in Microsoft Word 2000, PDF, and HTML formats. These documents will be prepared in electronic GPO-required format and shall meet the Section 508 requirements to allow them to be posted and viewed on the Internet. Files should be organized so that they are readable without requiring an associated style sheet. The html versions shall include a text equivalent description (e.g., via “alt”, “longdesc”, or in element content) for every non-text (e.g., graph, table, photo, diagram, etc.) element in the document. The best location for information on regulations for 36 CFR 1194, which implements Section 508 of the Rehabilitation Act of 1973, as amended, is at [www.access-board.gov/sec508/guide/index.htm](http://www.access-board.gov/sec508/guide/index.htm).

If the information center website existed before the effective date of this agreement, information presented prior to the date of execution of this agreement does not need to be modified to comply with Federal accessibility requirements. However, if a web page is modified or updated during this agreement’s period of performance, the modified or updated page must be presented in accessible format.

## **SECTION II - AWARD INFORMATION**

### **A. FUNDING**

The FHWA anticipates Federal funding up to a total amount of \$400,000 may be made available for this agreement, subject to the availability of funds based upon the following schedule.

Base Period (12 months)	\$100,000
Option Year 1	\$100,000
Option Year 2	\$100,000
<u>Option Year 3</u>	<u>\$100,000</u>
Total	\$400,000

Note: The Government is not responsible for application preparation costs and such costs are not allowable as direct charges under this agreement.

## **B. NUMBER OF AWARD ANTICIPATED**

The FHWA anticipates making one award from this RFA.

## **C. PERIOD OF PERFORMANCE**

The initial period of performance for this agreement will be 1 year, with up to 3 option years.

**Note: The U.S. DOT anticipates the effective date of this agreement will be on or about June 01, 2011.**

## **D. TYPE OF AWARD**

The FHWA intends to award a Cooperative Agreement as a result of this competitive RFA.

## **E. DEGREE OF FEDERAL INVOLVEMENT**

The FHWA anticipates substantial Federal involvement between FHWA and the Recipient during the course of this agreement. The FHWA will provide assistance and guidance to include, as a minimum:

- Participate in status meetings including a kick off meeting with the Recipient.
- Provide technical assistance and guidance.
- Participate in meetings with partner organizations.
- Coordinate the OHV Ethics Training with other FHWA activities.
- Coordinate compatibility with the OHV Ethics Training website and FHWA's RTP website.
- Review, comment on, and propose edits to draft documents.
- Provide final approval for major items on the website, newsletters, and publications prior to posting or publication.
- Monitor adherence to the schedule during performance of the Agreement.

## **SECTION III - ELIGIBILITY INFORMATION**

### **A. ELIGIBLE APPLICANTS**

Competition under this award is open to all interested organizations.

### **B. COST SHARING OR MATCHING**

Pursuant to the legislative authority for cooperative agreements under 23 U.S.C. 104(h), there is no requirement for cost sharing or matching. Applicants may propose to offer a non-Federal share, which may be taken into consideration.

## SECTION IV - APPLICATION AND SUBMISSION INFORMATION

### A. APPLICATION FORMS

Applicants shall complete all forms included in the Application Package for this RFA as contained at [www.grants.gov](http://www.grants.gov). Applicants shall submit the Application Package online at [www.grants.gov](http://www.grants.gov).

**Note:** See “Paragraph E. Other Submission Requirements” below for more information.

### B. CONTENT AND FORM OF APPLICATION SUBMISSION

Applicants must submit an application that addresses the “required” tasks of the Statement of Work (Tasks 1, 2, 3, 4, and 5). Applicants that incorporate elements of desirable tasks without additional cost to the Government will receive appropriate additional consideration. Task 6 is a desired task. Applicants are encouraged to propose other activities that support OHV ethics training activities without additional cost to the Government. These items will receive appropriate additional consideration.

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 title *Off Highway Vehicle Ethics Training*, block 1(b) print 20.219, 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: 39 page limit
  - 2) Budget Application Detail: no page limit

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

Technical and Budget applications shall be submitted in the following format:

- Applications shall be submitted on 8.5 by 11 inch paper, except for foldouts used for charts, tables, appendices, or diagrams, which shall not exceed 11 by 17 inches. A page is defined as one side of a piece of paper. A piece of paper with printing on both sides is considered two pages.
- Margins (excluding headers and footers) shall be no less than 1 inch on the sides, top, and bottom of the page.
- Regular text print type shall not be less than 10 points or more than 12 characters per inch, and shall not exceed 6 lines to the vertical inch.

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 Agreement Officer for clarification sufficiently in advance of the deadline for the receipt of offers to get an answer in time to meet that deadline.

### **Part 1 – Technical Application**

The technical application shall be limited to 39 pages. **Note: In the event the technical application exceeds the 39 page limitation, the Government will evaluate only the first 39 pages of the application.**

Technical applications shall include the following components and shall be organized accordingly:

#### **1.1 Work Plan**

Within the work plan, the Applicant:

- Describe how it will implement the proposed Statement of Work.
- Describe how it will meet the “required” tasks (Tasks 1, 2, 3, 4, and 5), as well as the “desired” tasks to supplement the required tasks.
- Propose other activities that support trails training activities without additional cost to the Government (Task 6, etc.).
- Propose a timeline for completion of each task and the interrelationships of all tasks.
- Address data collection including the use of computer hardware and software and other technologies.
- Discuss performance measures and mechanisms for measuring project success.
- Describe any measures already in place or that will be put in place to institutionalize the proposal’s efforts across or with other agencies.

**The page limitation for this section is not to exceed 18 pages (part of the 39 page Technical Application). In the event this section exceeds the 18 page limitation, the Government will evaluate only the first 18 pages.**

#### **1.2 Data Sources**

Clearly identify all data sources. Licensing terms, any restrictions on use regarding proprietary data, and subsequent implications for use in future efforts shall be explicitly discussed.

**The page limitation for this section is not to exceed 2 pages (part of the 39 page Technical Application). In the event this section exceeds the 2 page limitation, the Government will evaluate only the first 2 pages.**

### **1.3 Past Performance**

The Government will evaluate the relevant merits of each applicant's past performance related to OHV ethics training based on its reputation and record with its current and/or former customers with respect to quality, timeliness, and cost control. The Applicant shall submit evidence of its demonstrated experience with OHV ethics training activities. Past performance will be reviewed to assure that the applicant has relevant recent and successful experience. In evaluating past performance, the Government may consider both written information provided in the application, as well as any other information available to the Government through outside sources. In the event an applicant does not have a record of relevant past performance, the applicant's past performance will not be evaluated favorably or unfavorably.

**The page limitation for this section is not to exceed 4 pages (part of the 39 page Technical Application). In the event this section exceeds the 4 page limitation, the Government will evaluate only the first 3 pages.**

### **1.4 Staffing**

Provide the names of all personnel related to this project and the positions they will occupy. 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 the level of effort for each position for the lifetime of the agreement. Provide a brief summary of the applicant's experience relevant to this project. Tailored biographical summaries of key personnel shall be included and shall not exceed two (2) pages per person.

**The page limitation for this section is not to exceed 14 pages (part of the 39 page Technical Application). In the event this section exceeds the 14 page limitation, the Government will evaluate only the first 14 pages.**

### **1.5 Partnering**

OHV Ethics Training is expected to take place in partnership with Federal and State agencies, other government agencies, and nongovernmental organizations representing a wide range of recreational trail uses (including both motorized and nonmotorized recreational trail uses). The Applicant should describe partner agencies, organizations, companies, or individuals that will participate in this proposed project if they are not already clearly identified in the Staffing section.

**The page limitation for this section is not to exceed 1 page (part of the 39 page Technical Application). In the event this section exceeds the 1 page limitation, the Government will evaluate only the first page.**

## **Part 2 – Budget Application**

**Note: There is no page limit for budget applications.**

Provide a **separate** detailed budget plan for each Task applied for (i.e. Task 1, Task 2, Task 3, etc.) by year (ie. Year 1, Option Year 1, Option Year 2, Option Year 3, and Option Year 4) and in summary form for federal share and cost share. The detailed budget plan will consist of the following:

- 2.1 Detailed spreadsheet and supporting information clearly delineating and supporting all estimated costs by Task (per year and in summary form) as follows:
- Provide labor categories, labor hours or percentage of time, 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.
  - Provide detail and support for cost share as part of overall project budget. Clearly delineate cost share match versus Federal share.

**Note: Travel will be reimbursed at cost in accordance with the Federal Travel Regulations in effect at the time of travel.**

- 2.2 If subrecipients (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 the subrecipient.
- 2.3 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.
- 2.4 If a nonprofit or not-for-profit status, please provide evidence of this status preferably from the Internal Revenue Service.
- 2.5 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.

- 2.6 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, and the Federal or State point of contact for such review.
- 2.7 The applicant is directed to review Title [2 CFR §170](#) dated September 14, 2010, and [Appendix A](#) thereto, and acknowledge in its application that it understands the requirement, has the necessary processes and systems in place, and is prepared to fully comply with the reporting described in the term if it receives funding resulting from this Request for Applications. Appendix A will be incorporated in the award document.

### C. SUBMISSION DATES AND TIMES

Applications must be received electronically through [www.Grants.gov](http://www.Grants.gov) by 4:00 p.m. ET on April 08, 2011.

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 (AO) determines it is in the Government's best interest to consider the late application.

### D. FUNDING RESTRICTIONS

This award will not allow reimbursement of pre-award costs.

### E. OTHER SUBMISSION REQUIREMENTS

The 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. **Applicants are encouraged to register with [www.Grants.gov](http://www.Grants.gov) well in advance of the submission deadline.**

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

## SECTION V – APPLICATION REVIEW INFORMATION

### A. EVALUATION CRITERIA

FHWA will evaluate the applications against the following evaluation criteria. The three evaluation factors are listed in descending order of importance: Technical, Cost (including the applicant's proposed cost share, if any), and Past Performance. Technical criteria are significantly more important than cost or past performance for evaluation purposes. However, cost and past performance criteria also are important factors. For example:

- If the level of effort does not provide adequate value, an application may be rejected based on cost factors.
- If a review of past performance indicates a consistent failure to perform, an application may be rejected based on past performance.

#### Technical Criteria

Applications will be evaluated and the prospective Recipient selected based on the following criteria which are listed in order of descending importance. Subcriteria are listed in order of descending importance.

- 1. Applicant's knowledge and expertise with OHV ethics training activities for motorized and mechanized recreational trail uses.**
  - a. Demonstrated knowledge and experience working with OHV ethics training.
  - b. Demonstrated experience working in partnership with agencies and organizations involved with OHV ethics training activities.
  - c. Demonstrated ability to communicate about OHV ethics training with Federal, State, local, and private trail-related organizations.
  - d. Demonstrated experience working with related FHWA program areas.
- 2. Applicant's experience with OHV information center and website operations.**
  - a. Demonstrated ability to develop, organize, maintain, and update websites, databases, and project libraries related to OHV ethics, and to maintain accuracy and relevance.
  - b. Demonstrated experience operating a subject matter information center.
  - c. Demonstrated ability developing and delivering OHV ethics workshops and training.
  - d. Adequacy, logic, and practicality of proposed work plan.
  - e. Demonstrated ability to provide accurate and well-edited OHV ethics information.
- 3. Applicant's proposal for task fulfillment and completion.**
  - a. Proposal meets the required tasks.
  - b. Proposal meets the required tasks and the desired tasks.
  - c. Proposal meets the required tasks and the desired tasks and exceeds the minimum cost share requirement.
  - d. Proposal meets the required tasks and the desired tasks and offers additional services and funds that substantially exceed the minimum cost share requirement.

**4. Applicant's proposed staff, schedules, facilities, and experience.**

- a. Proposed staff and organizational qualifications and experience demonstrate knowledge of OHV ethics training activities and resources, and knowledge of Federal, State, local, and private sector OHV ethics training procedures.
- b. Demonstrated experience and background of proposed key professionals necessary for the work, including experience in designing and maintaining websites and databases.
- c. Adequacy of the proposed allotment of time, overall and on a task-by-task basis.
- d. Demonstrated experience working with trails training, across multiple kinds of trail uses.

**COST**

Relative cost will be considered in the ultimate award decision. The budget application will be analyzed to assess cost reasonableness and conformance to the application 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. In the event an applicant does not have a record of relevant past performance, the applicant's past performance will not be evaluated favorably or unfavorably.

**B. REVIEW AND SELECTION PROCESS**

The Government will accept the application that is considered the most advantageous to the Government taking into account the best use of available funds to meet the objectives of the program.

The Agreement Officer is the official responsible for the final award selection. The Government will select for award the applicant that, when taken into consideration as a group, best meet the objectives of the program.

The Government is not obligated to make an award as a result of this announcement.

**C. ANTICIPATED ANNOUNCEMENT AND AWARD DATE**

FHWA anticipates making an award on or about June 01, 2011.

## **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 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.

The Government reserves the right not to make an award if no proposal is able to meet the Government's requirements within the Government's estimated cost. The Government also reserves the right to terminate the award if funds are no longer available.

## **SECTION VI – AWARD ADMINISTRATION INFORMATION**

### **A. ADMINISTRATIVE AND NATIONAL POLICY REQUIREMENTS**

#### **1. GOVERNING REGULATIONS**

Performance under this 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 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, in a cooperative relationship with the Government, will operate an OHV ethics training program. The Recipient will provide overall program management and be responsible for the following, as a minimum:

- Performing the tasks described in the Statement of Work as described in Section I, Funding Opportunity Description.
- Performing tasks agreed upon in the Annual Work Plan.
- Coordinating and managing work, including issuing and managing subcontracts or subawards and consulting arrangements, as necessary.
- Submitting all required reports including quarterly progress, annual reports, annual work plans, and annual budget reviews (see Paragraph B of this Section below, entitled Reporting).
- Coordinating and meeting with the FHWA Agreement Officer’s Technical Representative (AOTR) as necessary.
- Participating in a kick-off meeting with the AO, AS and/or the AOTR to discuss agreement expectations and procedures.
- Participating in Annual Budget Review meetings with the AO, AS 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 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 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 shall 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>		

Any changes to the rates above are subject to the approval of the AO.

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 amount of Federal funds obligated to the agreement.

**8. DATA RIGHTS**

The Recipient shall make available to the Government copies of all work developed in performance of this 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 Agreement pursuant to 49 CFR Part 19.36 or 49 CFR Part 18.34 as applicable.

- Upon completion of this Agreement, the Recipient will provide complete, useable electronic copies of the information center databases and libraries to the Government, including any source code.
- During the period of performance of this Agreement, the Recipient may access the information center databases for its own independent analyses, reporting, and distribution purposes.
- The Recipient will make the information center databases and libraries available to the Government and State agencies for analyses and for report generation without an additional fee.
- The Recipient may make the databases and libraries available to other organizations, and may choose whether or not to charge a fee for service. (See Section VI, Paragraph 19: *Program Income*.)
- Personally Identifiable Information (PII)<sup>1</sup> shall not be requested unless necessary and only with prior approval of the Agreement Officer (AO) or Agreement Specialist (AS), with concurrence from the Agreement Officer’s Technical Representative (AOTR).

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<sup>1</sup> Any information about a human being, living or dead, regardless of nationality, that is maintained by an agency and that permits identification of that individual to be reasonably inferred by either direct or indirect means (as in data mining), including, but not limited to, name, social security number, date and place of birth, mother’s maiden

- The Recipient will not provide information about private individuals or customers to others without prior approval of the Agreement Officer (AO) or Agreement Specialist (AS), with concurrence from the Agreement Officer's Technical Representative (AOTR). This includes mailing lists that may have personal addresses.
- Written materials intended for the general public, whether posted on a website, electronically, or in print, must comply with the standards of the U.S. Government Printing Office's Style Manual, available at [www.gpoaccess.gov/stylemanual/browse.html](http://www.gpoaccess.gov/stylemanual/browse.html).

## 9. PAYMENT

The Recipient may request advances or reimbursement of costs incurred in the performance hereof as are allowable under the applicable cost provisions [see 49 CFR Part \_\_\_\_] not-to-exceed the funds currently available as stated in herein. The Recipient shall submit an electronic copy of the SF 270, Request for Advance or Reimbursement, no more frequently than monthly, to the finance office in Oklahoma City.

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 \_\_\_\_: (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 Agreement Specialist and the AO reserve the right to withhold processing requests for 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>.*

Instructions for Submission of the SF 270, entitled "Requests for Advance or Reimbursement:"

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](mailto: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:

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name, biometric records, education, financial transactions, medical history, non-work telephone numbers, and any other personal information that is linked or linkable to an individual.

- (i) Requests for Advance or Reimbursement #
- (ii) Agreement Number
- (iii) Name of your Company/Organization
- (iv) Attention: (Agreement Specialist's name)

Example: Request No. 1 of Cooperative Agreement No. DTFH61-11-H-00001 ABC Corporation, Attention: John Doe

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

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

Federal Highway Administration  
Markview Processing  
P.O. Box 268865  
Oklahoma City, OK 73126-8865  
Attention: (Agreement Specialist's name)

2. Requests for advance or reimbursement submitted via an overnight service must use the following physical address because delivery services other than the U.S. Postal Service will not deliver to the P.O. Box address noted above:

MMAC  
FHWA/AMZ-150  
6500 MacArthur Blvd.  
Oklahoma City, OK 73169  
Attention: (Agreement Specialist's name)

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

**NOTE: All three request for advance or reimbursement submission options described above (e-mail, U.S. Postal Service or overnight service) result in the delivery of the request for advance or reimbursement to the same finance office in Oklahoma City, OK.**

## 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 Agreement, in the following terms:

“This material is based upon work supported by the Federal Highway Administration under Cooperative Agreement No. DTFH61-11-H-(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 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 18.44 or 49 CFR Part 19.60 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 18.30 or 49 CFR Part 19.25 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 it has, or will implement, a financial management system adequate for monitoring the accumulation of costs and that it complies with the financial management system requirements of 49 CFR Part 19. 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 Agreement is \$TBD 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.
- (3) The Government's liability to make payments to the Recipient is limited to those funds obligated under this agreement as indicated above and any subsequent amendments.

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

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

## **18. KEY PERSONNEL**

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

## **19. PROGRAM INCOME**

Program income earned during the agreement period shall be retained by the Recipient and shall be administered under 49 CFR Part 19.24. Under this Agreement, program income may be used to finance the non-Federal share of this project. Additional program income above the amount required for the non-Federal share may be added to the funds committed to the agreement and used to further Agreement 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/subrecipient. 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 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 term or condition in lower-tier covered transactions (see 49 CFR Part 29 for details of the requirement, available online at [www.dot.gov/ost/m60/grant/regs.htm](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 Drug-Free Workplace (Financial Assistance) (see 49 CFR Part 32 for details of the requirement, available online at [www.dot.gov/ost/m60/grant/regs.htm](http://www.dot.gov/ost/m60/grant/regs.htm)).

## **23. 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.

#### **24. PRINTING**

If the Recipient will use FHWA funds for printing, then the Recipient must submit the publication to FHWA for printing through the Government Printing Office (GPO).

#### **25. 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.

#### **26. FINANCIAL ASSISTANCE POLICY TO DISCOURAGE TEXT MESSAGING WHILE DRIVING**

a) *Definitions.* The following definitions are intended to be consistent with the definitions in DOT Order 3902.10 and Executive Order 13513. For clarification purposes, expand upon the definitions in the Executive Order.

"Driving"-

- (1) Means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.
- (2) It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

"Text Messaging"

(1) Means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication.

(2) The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

(b) In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, financial assistance Recipients and subrecipients of grants and cooperative agreements are encouraged to:

(1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to discourage text messaging while driving –

(i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as-

(i) Establishment of new rules and programs or re-evaluation of existing programs to discourage text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(c) *Assistance Awards.* All Recipients and subrecipients of financial assistance to include: grants, cooperative agreements, loans and other types of assistance, shall insert the substance of this clause, including this paragraph (c), in all assistance awards.

## **B. REPORTING**

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

The Recipient shall submit all required reports and documents, under transmittal letter to the Agreement Specialist electronically, referencing the cooperative agreement number, at the following address:

Federal Highway Administration  
Office of Acquisition Management  
1200 New Jersey Avenue SE  
Mail Stop E 65-101  
Washington, DC 20590  
Attention: (To be filled in a time of award)

The Recipient shall submit one electronic copy to the AOTR at the following address:

(To be filled in at time of award)

## **2. QUARTERLY PROGRESS REPORT**

The Recipient shall submit one electronic 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 days after the end of the agreement's period of performance.

Calendar quarters are as follows:

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

The SF-PPR is available online at [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:

Each report shall contain concise statements covering the research activities relevant to the study, including:

- (a) A clear and complete account of the 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 cooperative agreement, together with recommended solutions to such problems; or, a statement that no problems were encountered.
- (d) A section addressing how the results of the work performed supports one or more of the FHWA and Department of Transportation (DOT) strategic goals of safety, mobility, global connectivity, environmental stewardship, security, and organizational excellence.
- (e) A tabulation, by cost element, of the current and cumulative costs expended by quarter versus budgeted costs, including cost share.
- (f) SF425 Financial Status Report.
- (g) If advance payments are used, SF272, 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 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 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 Agreement Officer's written approval is received.

### **4. DELIVERABLES**

All deliverables shall be submitted to the AOTR for all tasks.

- Task 1 (required): Establish an OHV Ethics Website (or OHV Ethics portion of a larger website) within 30 days of the date of execution of this Agreement.
- Task 1 (required): Establish an OHV Ethics Information Center within 30 days of the date of execution of this Agreement.
- Task 2 (required): Identify OHV ethics training providers and training programs nationwide (schedule and updates to be negotiated).
- Task 3 (required): Convene and Coordinate OHV Ethics Training Courses. Hold a minimum of four OHV Ethics training courses annually, with a goal of 80 students per year.
- Task 4 (required): Coordinate Training with national nonprofit organizations (schedule to be proposed and negotiated).
- Task 5 (required): Provide FHWA with a quarterly report stating work performed in the previous three months, work to be accomplished in the next three months, work to be accomplished over the next year, and issues encountered.
- Task 6 (supplemental activities): The Recipient may propose other deliverables that support OHV ethics training activities, without additional cost to the Government.

**(At the time of award, a chart listing the task, deliverable description and due date shall be inserted.)**

## 5. REPORTING EXECUTIVE COMPENSATION

### Appendix A to Part 170—Award term

#### I. Reporting Subawards and Executive Compensation.

##### a. *Reporting of first-tier subawards.*

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111–5) for a subaward to an entity (see definitions in paragraph e. of this award term).

##### 2. *Where and when to report.*

i. You must report each obligating action described in paragraph a.1. of this award term to [www.fsrs.gov](http://www.fsrs.gov).

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. *What to report.* You must report the information about each obligating action that the submission instructions posted at [www.fsrs.gov](http://www.fsrs.gov) specify.

##### b. *Reporting Total Compensation of Recipient Executives.*

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. the total Federal funding authorized to date under this award is \$25,000 or more;

ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at [www.sec.gov/answers/execomp.htm](http://www.sec.gov/answers/execomp.htm).)

2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at [www.ccr.gov](http://www.ccr.gov).

ii. By the end of the month following the month in which this award is made, and annually thereafter.

##### c. *Reporting of Total Compensation of Subrecipient Executives.*

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

- i. in the subrecipient's preceding fiscal year, the subrecipient received—
    - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
    - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
  - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at [www.sec.gov/answers/execomp.htm](http://www.sec.gov/answers/execomp.htm).)
2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
- i. To the recipient.
  - ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.
- d. *Exemptions*
- If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
- i. Subawards, and
  - ii. The total compensation of the five most highly compensated executives of any subrecipient.
- e. *Definitions.* For purposes of this award term:
1. *Entity* means all of the following, as defined in 2 CFR part 25:
    - i. A Governmental organization, which is a State, local government, or Indian tribe;
    - ii. A foreign public entity;
    - iii. A domestic or foreign nonprofit organization;
    - iv. A domestic or foreign for-profit organization;
    - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
  2. *Executive* means officers, managing partners, or any other employees in management positions.
  3. *Subaward:*
    - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
    - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. \_\_ .210 of the attachment to OMB Circular A–133, “Audits of States, Local Governments, and Non-Profit Organizations”).
    - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
  4. *Subrecipient* means an entity that:

- i. Receives a subaward from you (the recipient) under this award; and
- ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

i. *Salary and bonus.*

ii. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

v. *Above-market earnings on deferred compensation which is not tax-qualified.*

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

## SECTION VII - AGENCY CONTACT

Address any questions to:

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Federal Highway Administration  
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202-366-4201

[Elease.Sanders@dot.gov](mailto:Elease.Sanders@dot.gov)

Secondary point of contact is:

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