

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

Executive Summary

Federal Agency Name: U.S. Department of Transportation
Federal Highway Administration
Office of Acquisition Management
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Funding Opportunity Title: **“Advancing Steel and Concrete Bridge Technology to Improve Infrastructure Performance”**

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

Funding Opportunity Number: RFA Number DTFH61-11-RA-00010

Catalog of Federal Domestic Assistance (CFDA) Number: 20.200

Dates: RFA Issue Date is May 19, 2011
Application Due Date is June 20, 2011

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SECTION I – FUNDING OPPORTUNITY DESCRIPTION

A. STATEMENT OF PURPOSE

The purpose of this RFA is to solicit applications for a cooperative agreement to support the development and deployment of improvements in the area of steel and concrete bridge technology.

B. LEGISLATIVE AUTHORITY

The legislative authority to award a cooperative agreement for this effort is found in Section 5202 (a) (2) and (b) (3) (B)(c) (1) of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) Long Term Bridge Performance Program; Innovative Bridge Research and Deployment Program:

(a) (2) GRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS

Under the program, the Secretary will make grants and enter into cooperative agreements and contracts to---

(A) monitor, material test, and evaluate test bridges; (B) analyze the data obtained under subparagraph (A); and (C) prepare products to fulfill program objectives and meet future bridge technology needs.

(b) (3)(B) HIGH-PERFORMANCE CONCRETE BRIDGE TECHNOLOGY

RESEARCH AND DEPLOYMENT- Conduct research and deploy technology related to high-performance concrete bridges

(c) HIGH PERFORMING STEEL BRIDGE RESEARCH AND TECHNOLOGY TRANSFER

(1) The Secretary will carry out a program to demonstrate the application of high-performing steel in the construction and rehabilitation of bridges

(3) **Federal Share-** The Federal share of the cost of activities carried out in accordance with this subsection will be 80 percent.

C. BACKGROUND

The Federal Highway Administration (FHWA) Office of Bridge Technology (HIBT) develops regulations, policies, and guidelines to ensure the successful delivery of the national bridge program. In cooperation with the Office of Infrastructure Research and Development (HRDI), HIBT supports advancement of state-of-the-art technologies and provides leadership in the deployment of such technologies to improve the condition and durability of the nation's bridges and highway structures. In this context, "technology" has broad definition and can refer to engineering materials, systems, criteria, tools, and/or techniques. To the extent possible, FHWA seeks to stimulate new technologies during hands-on design and construction reviews of major and unusual bridges and tunnels. National leadership for standard practice is provided through the development of reports,

manuals, guidance, and training on design, construction, evaluation, and maintenance in the relevant areas of bridge engineering.

D. SCOPE

The scope of this RFA includes the following activities:

1. Conduct surveys of practice of bridge performance
2. Conduct data collection and analysis
3. Perform literature search and/or research studies
4. Conduct feasibility studies
5. Document demonstration projects
6. Develop specifications and criteria
7. Develop of manuals and handbooks
8. Prepare and deliver training and workshops
9. Perform analysis
10. Conduct technical review

E. STATEMENT OF WORK

The work requirements for the prospective Cooperative Agreement consist of the following:

Task 1- Development of Criteria for Refined Analysis for the Purpose of Improving the Evaluation and Design of Bridges

Develop guidelines, protocols, and design specification criteria for bridge design and evaluation by modern, refined analytical techniques. The criteria will focus on fundamentals of Finite Element Analysis (FEA) and common applications such as steel and concrete girder bridges.

At a minimum, this task will consist of the development of the following:

- A comprehensive summary of FEA fundamentals for practicing bridge engineers for proper application such as element formulation, meshing, composite section modeling, stress analysis, loads, and boundary conditions.
- Protocols for refined bridge modeling, load application, and results extraction.
- Guidelines for advanced problems such as time-dependent effects, stability, nonlinear response, fatigue and fracture.
- Techniques for model verification.

Task 2 – Load and Resistance Factor Design (LRFD) Specifications and Manual of Refined Analysis for the Purpose of Evaluation and Design of Bridges

This task builds upon the work done in Task 1. The primary focus of this phase is development of AASHTO LRFD specifications and comprehensive guidance.

At a minimum, this task will consist of the following:

- Study the implications of using FEA to the safety index required by AASHTO LRFD.
- Development of protocols for use of FEA local stresses with AASHTO LRFD.
- Development of necessary AASHTO LRFD changes and bring to ballot.
- Development of benchmark problems that demonstrate the accuracy of modeling techniques and serve as verification target and quality assurance mechanism for commercial software.

Task 3- Post-Tensioned Box Girder Design Manual

Develop a comprehensive bridge design manual on the design and construction of post-tensioned concrete box girder bridges. The manual will cover the primary design areas needed to design a post-tensioned box girder bridge superstructure. The manual will also include a design example of a horizontally curved PT box girder bridge using the latest AASHTO LRFD Bridge Design Specification.

Task 4 - Influence of Cold Bending on Fatigue and Fracture Performance of Bridge Steels

Quantify the reduction of fatigue resistance and fracture toughness from cold bending in thin plate steel appropriate for use in fabrication of curved and cambered girders and modular steel bridge applications and establish rational strain and bending radius thresholds.

At a minimum, this task will consist of the following:

- Material testing of small specimens with varying strain levels, aging, and temperature with focus on common bridge steels.
- Quantify impacts to properties such as fracture toughness, fatigue resistance, tensile strength, ductility.
- Develop recommendations for proper design and fabrication of cold-bent bridge members, including changes to relevant AASHTO specifications and disseminate information to the public.

Task 5 – Orthotropic Steel Deck Rib-to-Floor Beam Connection

Develop and verify the performance of a cost-effective and durable rib-to-floorbeam connection detail that could become standard practice for new orthotropic deck construction, and is amenable to automated robotic fabrication.

At a minimum, this task will consist of the following:

- The design and testing of three (3) full-scale sub-assemblies of a section of an orthotropic deck that would include one floorbeam with a series of ribs passing through. The specimen would be approximately 10ft long by 6ft wide and would be loaded in such a way to simulate stresses that would exist in the full 3-D deck panel.
- Finite element analysis of deck panel to calibrate modeling techniques and the application of local stress analysis for analytical fatigue design and disseminate results to the public.

Task 6- Report on Techniques for Bridge Strengthening

Perform a synthesis study on the various new techniques for steel and concrete bridge strengthening to restore or upgrade capacity, with objective assessment of case studies and the lessons learned. Develop and publish a report to be used by engineers as a consultation guide when performing future design alternative studies that will build upon the National Cooperative Highway Research Program (NCHRP) Synthesis 249. The techniques for strengthening and the lessons learned report will include, but not limited to providing options and technical guidance and examples to engineers in one consolidated document.

Task 7 – Development of Inelastic Distribution Factors for Steel Girder Strength Limit States

Perform numerical simulations to study bridge system behavior and lateral load distribution as a result of inelastic response, with the purpose of developing improved AASHTO distribution factors for design of common girder bridges.

At a minimum, task will include:

- Conduct literature review
- Conduct numerical simulations of bridges loaded to ultimate condition by refined 3-D FEA.
- Conduct benchmark study to verify refined 3-D FEA modeling techniques against relevant laboratory test results from the literature.
- Study and quantify the lateral load sharing that occurs when inelastic behavior is considered. This will involve parametric study of a series of bridges to envelope the most common cases encountered in practice.
-

Task 8 – System Reliability in Special Steel and Concrete Bridge Systems

Identify special steel bridge systems susceptible to reduced system reliability (series systems) or that have enhanced reliability (parallel systems), and conduct analytical reliability assessment to develop deeper understanding of relative reliability levels.

At a minimum, this task will consist of the following:

- Calculation of System Reliability Index based on Monte-Carlo simulation or other reliability assessment technique on a series of case study bridge systems such as boxes, trusses, two-girder systems, curved girder systems.
- Calibration of steel girder fracture limit state.
- Develop documentation of implications to design and rating.

Task 9- Implementation of Tubular Steel Design in Bridges

Assess the current state of national design and construction standards and specifications related to tubular steel design AASHTO, American Institute for Steel Construction (AISC), American Welding Society (AWS), American Society for Testing and Materials (ASTM), American Petroleum Institute (API). Develop recommended practice for the foresaid standards for proper use in bridges which are dynamically loaded. Recommendations must address the material, welding, and design standards and specifications.

At a minimum, this task will consist of the following:

- Conduct an international literature search and summarize important aspects about the design and construction specifications of at least 3 countries or industries where tubular design for dynamically loaded structures is well-established.
- Conduct survey of existing domestic bridges that have utilized tubular design, and provide summary of important engineering data: plans, materials, specifications, inspection reports, performance, lessons learned.
- Provide a review and assessment of the common concerns related to fatigue performance of tubular steel members and connections and how these are best addressed.
- Develop recommended standards and specification language and work with the relevant committees from ASTM, AWS, and AASHTO to achieve implementation.

Task 10- Bridge Deck Durability Study

Develop durability models of bridge deck performance to gain an understanding of the influence of relevant design, construction, and environmental parameters. Using statistical analysis of National Bridge Inspection (NBI) condition data, surveys of selected state practice, and selected simple site evaluation, develop durability models of bridge deck performance. Work is intended to supplement ongoing, extended work as part of the Long Term Bridge Performance Program.

At a minimum, this task will consist of the following:

- Literature review and summary of the most relevant design, construction, and environmental parameters that are known to affect bridge deck performance.
- Identify key states to conduct NBI data analysis, survey of practice, and site evaluations.
- Perform statistical analysis of NBI data and develop expected durability curves as a function of selected parameters.

- Using assumed frequency distributions and failure criteria, quantify the reliability as a function of selected parameters.
- Develop initial recommendations about expected deck service life as function of given parameters.

Task 11- Designing and Detailing Post Tensioned Bridges to accommodate Non-Destructive Evaluation (NDE)

Develop guidance design with the objective of identifying favorable combinations of post tensioning (PT) components and details and readily available NDE techniques. This guidance will include evaluation of both internal and external post tensioning systems with emphasis on precast I-girder, precast U-girder, precast box girder, and cast in-place box girder superstructures. This study will focus only on grouted PT systems and bridge superstructure elements.

At a minimum, this task will consist of the following:

- Identification of promising and readily available NDE techniques. Required inspection access and/or monitoring should be included in this study.
- Comprehensive study of commonly used PT systems, components, and details. Within this list, identification of NDE favorable systems, components and details.
- Comprehensive study of commonly used bridge superstructure systems, components and details. Within this list, identification of NDE favorable systems, components and details.
- Guidance on favorable combination of NDE techniques, PT components/details and superstructure systems/details.

Task 12 – Bridge Data File Protocols for Interoperability and Life Cycle Management

Develop a universal bridge data file format that will promote digital exchange of engineering data between all software that may be used in the design, construction, and management of a bridge.

At a minimum, this task will consist of the following:

- The development and documentation of an organized, efficient, and robust digital file format that could be used to automate the exchange of data in the design, detailing, fabrication, construction, inspection, and evaluation of a bridge.
- The placement of the data file format in the public domain that would provide all the relevant information on the bridge from the cradle to the grave.
- Provide assistance as requested to software vendors to allow for them to write “translators” to facilitate automated transfer to data.

- Work should focus on “workhorse” bridges (those with common deck superstructures as shown in AASHTO LRFD): bridge geometry, design, and fabrication data. Develop framework for future expansion into inspection and management data.

Task 13 - White Paper on Emerging Bridge Topic

In consultation with FHWA, provide a white paper in a relevant emerging bridge topic area that warrants additional research or development for the benefit of the nation’s infrastructure.

Task 14 –Education and Outreach

Prepare and deliver a technical presentation for the purpose of special training and/or deploying technology that was developed under all tasks under this agreement. The presentation will include:

- One-day seminar or workshop
- Half-day seminar/webinar or workshop

SECTION II –AWARD INFORMATION

A. FUNDING

The FHWA anticipates funding a five year cooperative agreement with a total amount of \$2,760,000 available for this agreement, subject to the availability of funds. The Recipient is required to provide a 20% non-federal matching contribution of the total project cost.

Note: The Government is not responsible for application preparation costs.

B. NUMBER OF AWARDS ANTICIPATED

FHWA anticipates making one award from this RFA.

C. PERIOD OF PERFORMANCE

The period of performance for this cooperative agreement will be 60 months, commencing from the effective date of the agreement.

D. TYPE OF AWARD

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

E. DEGREE OF FEDERAL INVOLVEMENT

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

- Technical assistance and guidance
- Close monitoring during performance
- Involvement in technical decisions; and
- Participation in status meetings including kickoff meeting and annual budget reviews

The FHWA will partner with the Recipient and provide the necessary guidance to help complete all work under the agreement. The Agreement Officer's Technical Representative (AOTR) will participate in the planning and management of this cooperative agreement and will continue activities between the Recipient and the FHWA.

SECTION III –ELIGIBILITY INFORMATION

A. ELIGIBLE APPLICANTS

This RFA is open to all sources.

B. COST SHARING OR MATCHING

Pursuant to Section 5202 of Public Law 109-59 (d) (3), the Recipient will provide a minimum non-federal matching contribution of 20 percent of the total project cost.

SECTION IV- APPLICATION AND SUBMISSION INFORMATION

A. APPLICATION FORMS

Applicants will complete all forms included in the Application Package for this RFA as contained at www.grants.gov. Applicants will submit the Application Package online at 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 1-14).

The application package will 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 *Advancing Steel & Concrete Bridge Technology to Improve Infrastructure Performance*, 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: 45 page limit
 - 2) Budget Application Detail: no page limit

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

- Applications will be submitted on 8.5 by 11 inch paper, except for foldouts used for charts, tables, appendices, or diagrams, which will 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) will be no less than 1 inch on the sides, top, and bottom of the page.
- Regular text print type will not be less than 10 points or more than 12 characters per inch, and will 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 will be limited to 45 pages overall as detailed below, excluding resumes. **Note:** In the event the technical application exceeds the 45 page limitation, the Government will evaluate only the first 45 pages of the application.

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

STAFFING APPROACH:

Provide a program organizational chart identifying proposed staff members assigned to manage and meet the needs of this agreement. Include the title and a brief description of each position's responsibilities, as well as the proposed level of effort and allocation of time for each position.

Provide brief resumes for the proposed Program Manager/Principal Investigator, Lead Engineer, Staff Engineer, Consultant and other key personnel to include name, experience, education, and proposed role in project.

Note: There is a 10 page maximum for staffing excluding resumes which will not be longer than 2 pages.

TECHNICAL APPROACH

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

Note: There is a 45 pages maximum for the technical approach section.

EXPERIENCE/PAST PERFORMANCE

The application will include a narrative supporting applicant's experience/past performance in accordance with evaluation criteria in Section V.

Note: There is a 5 pages maximum for the experience section.

Part 2 – Budget Application

Note: There is no page limit for budget applications.

Budget application must contain:

1. Detailed spreadsheet and supporting information clearly delineating and supporting all estimated costs by (cost element/task (per year and in summary form) clearly designating costs under the (1) Federal Share, (2) Cost Share and (3) in total 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. 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.
3. The use of a Dunn 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. If a nonprofit or not-for-profit status, please provide evidence of this status preferably from the Internal Revenue Service.
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.
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.

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 by 3:00 p.m. ET on June 20, 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 for receipt of all applications. Applicants must register with www.Grants.gov and use the system to submit applications electronically.

Applicants are encouraged to register with 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 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

Applications received will be evaluated in accordance with the Evaluation Criteria specified herein.

The Government will evaluate applications on the basis of the following factors listed in order of descending importance: (1) Staffing; (2) Technical Approach; and (3) Experience. The method of evaluation for each of these factors is described below. Sub-factors are in descending order of importance.

1. Staffing
 - a. Demonstrated credentials, professional experience and technical competence of the Principal Investigator (PI) and key personnel to analyze the results of meaningful research, translate to AASHTO specifications, gain approval within relevant committees, and transfer into industry practice.
 - b. Demonstration of resources to support the scope and roles on both steel and concrete bridges.
 - c. Demonstration of subject matter expertise on tasks where such expertise is warranted for specific tasks.
2. Technical Approach
 - a. Demonstrated understanding of the technical objectives, needs and potential problems as defined in the statement of work. Proposed adequacy of technical approach that is clear, sound, feasible, innovative, and achievable.
 - b. Demonstration of management approach reflects solid understanding of request for application administration and describes effective plan for meeting schedule and budget, overall commitment to producing quality deliverables, responding to review panel, and providing client service to the FHWA.
 - c. Ability to clearly describe in a manner that demonstrates forward thinking the task requirements listed under the statement of work (Section I), needs, and requirements and the manner in which they will be addressed.
3. Experience/Past Performance
 - a. Demonstration of recent relevant successful experience/past performance related to the applicable task requirements.
 - b. Demonstration of successful experience developing high-quality publications

and delivering effective presentations to technical audiences in the transportation industry.

The Government will also evaluate the merits of each Recipient's experience/past performance based on its reputation with its former customers including the Government. Evidence can include references, samples of correspondence from satisfied clients, letters of recommendation.

4. Cost

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

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 final award selections.

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

C. ANTICIPATED ANNOUNCEMENT AND AWARD DATES

FHWA anticipates making an award on or about August 26, 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 will 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];

“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, in a cooperative relationship with the Government, will provide overall program management and be responsible for the following, as a minimum:

- The PI will submit quarterly agreement progress reports and interim reports for each task. These reports are required in order that an evaluation may be made of (a) task achievements, (b) budgetary expenditures, and (c) technical compliance with the agreement. These elements provide a basis for assessment of task progress and compiling a performance record.
- The PI will institute any needed internal reviews to ensure the proper relationship between overall progress and the work plan. The quarterly progress report information is provided to the project panel and representatives of the sponsors for their information and comment.
- For each task the PI will submit a preliminary draft final report in five (5) copies is due in the FHWA office **90 days in advance of the task completion date**. The report will be reviewed by the project panel and staff, and the resulting comments forwarded to the PI in the shortest practical time. Prior to the task completion date, the PI will complete the necessary revisions and submit a detailed response to the review comments, as well as five (5) copies of the revised final report (See #4 deliverables section).

The FHWA will establish a project panel for each task consisting of subject matter expert(s) and stakeholders to provide recommendations to the AOTR. The functions of each task review panel are to:

- a. Review and comment on task objectives for the project within the funds allotted.
- b. Review and comment on the work plan for the attainment of the objectives of the task.
- c. Review and comment on progress of the work.
- d. Provide feedback and comments regarding technical aspects of the work.
- e. Review and evaluate task deliverables (including the final report) as to the accomplishment of objectives and suitability for publication and/or distribution.
- f. Make recommendations regarding continuation of the project.

All panel comments will be compiled by FHWA and submitted to the AOTR for consideration. The PI will provide written response to all comments within 30 days of receipt.

3. TRAVEL AND PER DIEM

Travel and per diem authorized under this Agreement will 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 will apply. In addition, all non-domestic travel will be approved by the AO prior to incurring costs. Travel requirements under this Agreement will 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 (to be filled in at award) 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 will not be construed to authorize the revision of the terms and conditions of performance. The Agreement Officer will 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 will 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 will 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 will 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 will 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)¹ will 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).
- 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.

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 will 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 will 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:"

¹ 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 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.

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) Requests for Advance or Reimbursement #
 - (ii) Agreement Number
 - (iii) Name of your Company/Organization
 - (iv) Attention: (To be filled in at award)

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: (To be filled in at award)

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: (To be filled in at award)

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 at award)”.

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 will provide and will 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 will 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 \$_____ 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.

18. KEY PERSONNEL

The Recipient will 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 will be retained by the Recipient and will 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 will 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 will comply with Subpart C of 49 CFR Part 29, Government Debarment and Suspension (Nonprocurement). Further, the Recipient will 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).

22. DRUG FREE WORKPLACE

The Recipient will 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).

23. DISPUTES

The parties to this agreement will 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 will attempt to resolve the issues involved by discussion and mutual agreement as soon as practical. In no event will 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 will 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 will 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 will 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 will, 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 will be further reviewed. This review will 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, will 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 will 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, will 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 will 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 65-103
Washington, DC 20590
Attention: (To be filled in a time of award)

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

(To be filled in at award)

2. QUARTERLY PROGRESS REPORT

The Recipient will submit four copies of the quarterly report to the AOTR and one copy to the AO on or before the 15th of the quarter following the calendar month being reported. Each report will contain concise statements covering the activities relevant to the open tasks, including:

1. An account of the work performed on each task.
2. An outline of the work to be accomplished during the next report period.
3. A description of any changes in project scope mutually agreed upon during the calendar quarter being reported.
4. A description of any problem encountered that will affect the completion of the study within the constraints set forth in this agreement, together with a recommended solution or a statement that no problems were encountered.

The Recipient will 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.

The quarterly submittal will 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 will include the following information as attached pages:

Each report will 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 will submit two copies of the Annual Budget Review and Program Plan to the AOTR and one copy to the Agreement Specialist 60 days prior to the end of each agreement year. The Annual Budget Review and Program Plan will 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 will contain a statement stating such. The recipient will meet with FHWA to discuss the Annual Budget and Program Plan. Work proposed under the Annual Review and Program Plan will not commence until AO written approval is received.

Annual Planning Meeting

The Recipient will schedule an annual meeting with the AOTR on or before the 12th month from the agreement award and every year following. The meeting should cover the activities relevant to the open tasks, including:

1. An account of the work performed on the active tasks throughout the year.
2. An outline of the anticipated work to be performed the upcoming year on the active projects.
3. A projection of new tasks to be started during the upcoming year.

4. DELIVERABLES

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

Deliverable requirements are summarized as follows:

| Item | Deadline | Quantity |
|---|--|----------|
| Task Work Plan and Kick Off Meeting | 30 days after task notice to proceed | 5 |
| 50% Complete Interim Deliverables | In accordance with Recipient's application work plan | 5 |
| 90% Complete Draft Final Deliverables | 90 days before task completion date | 5 |
| Final Report and Point-by-Point Response to Government Comments | In accordance with Recipient's application work plan | 5 |

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

5. REPORTING EXECUTIVE COMPENSATION 2 CFR 170

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.
 - 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 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.)
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.
 - 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 will report the names and total compensation of each of the sub-Recipient's five most highly compensated executives for the sub-Recipient's preceding completed fiscal year, if—
 - i. in the sub-Recipient's preceding fiscal year, the sub-Recipient 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.)
 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:

Gina Jackson, HAAM 40F
Agreement Specialist
Federal Highway Administration
Office of Acquisition Management
1200 New Jersey Avenue SE
Mail Drop: E63-105
Washington, DC 20590

202-366-4087

Gina.Jackson@dot.gov

Secondary point of contact is:

Carl Rodriguez, Agreement Officer
Telephone No.: 202-366-4240
E-mail: Carl.Rodriguez@dot.gov