

**AMENDMENT NO. 3 – RFA DTFH61-12-RA-00004
December 1, 2011**

The purpose of this amendment is to revise the following:

1) **Executive Summary, Dates**, delete:

“Dates: RFA Issue Date is November 10, 2011
Application Due Date is December 10, 2011”

Replace Dates:

“Dates: RFA Issue Date is November 10, 2011
Application Due Date is December 12, 2011

2) **SECTION IV – APPLICATION AND SUBMISSION INFORMATION, paragraph C. SUBMISSION DATES AND TIMES**, delete the first sentence:

“Applications must be received electronically through www.Grants.gov by 4:15 pm EST on December 11, 2011”

Replace the following as the first sentence:

“Applications must be received electronically through www.Grants.gov by 4:15 pm EST on December 12, 2011”

All other information provided in the RFA remains unchanged. The following is the original RFA posted November 10, 2011.

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

Executive Summary

Federal Agency Name: U.S. Department of Transportation
Federal Highway Administration
Office of Acquisition Management
1200 New Jersey Avenue, SE
Washington, DC 20590
Attn: Guang Zeng, HAAM-20F

Funding Opportunity Title: ***“Enhance Awareness of Transportation and
Transportation Careers”***

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

Funding Opportunity Number: ***RFA Number DTFH61-12-RA-00004***

Catalog of Federal Domestic Assistance (CFDA) Number: 20.200

Dates: RFA Issue Date is November 10, 2011
Application Due Date is December 10, 2011

Direct Questions to: Guang Zeng, (202) 366-5503
Guang.Zeng@dot.gov

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SECTION I – FUNDING OPPORTUNITY DESCRIPTION

A. STATEMENT OF PURPOSE

The Federal Highway Administration (FHWA) hereby requests applications for assistance to result in the award of a cooperative agreement with a recipient to inform, through electronic medium, middle school, high school, and community college students and faculties about transportation and transportation careers.

B. LEGISLATIVE AUTHORITY

The legislative authority to conduct this effort is derived from SAFETEA-LU Section 5204(f), the Transportation Education Development Pilot Program (TEDPP). TEDPP provides for grant funds to be available to “institutions of higher education,” to “develop...education programs” to “train individuals at all levels of the transportation workforce.” The period of performance for the recipient of this project is one year. The cost share requirement would not apply.

C. BACKGROUND

Transportation workforce development continues to be a major interest for the FHWA, and for public and private sector transportation industry organizations. Key considerations in workforce development include:

1. Concerns about baby boomer retirements;
2. The ability to apply new technologies through a skilled, technically competent workforce;
3. The ability of the current and future transportation workforce to develop and deliver an efficient, effective and safe transportation system that will keep pace with the Nation’s increasing transportation needs; and
4. The role of transportation as a contributor to the United States’ success in an increasingly competitive global economy.

As the chief steward of the Nation’s highway program, the FHWA depends on the public and private transportation workforce to design, develop, deliver and manage the United States highway system. A skilled, knowledgeable workforce is critical to the success of this program. An important component of an effective workforce development process is to provide middle school, high school, and community college faculties and students with a better understanding of transportation as a challenging and rewarding career choice. Career awareness and preparation is important as students focus on their education and career choices. It is also important that middle school, high school, and community college faculties are well informed about transportation and transportation careers so they can better assist and guide students. One of the most effective means to engage with students and faculties is through electronic medium.

D. OBJECTIVES

The objective of this cooperative agreement is to provide middle and high school, and community college faculty and students with a better understanding of transportation as a challenging and rewarding career choice. Career awareness and preparation is important as students focus on their education and career choices. It is also important that middle and high school, and community college faculty are well educated about transportation and transportation careers so they can better assist and guide students.

E. STATEMENT OF WORK

The FHWA seeks to enter into a cooperative agreement with a recipient to inform, through electronic periodicals, middle school, high school, and community college students and faculties about transportation and transportation careers. The electronic periodicals would address the following:

- interviews with leading transportation officials;
- information related to relevant surface transportation issues and initiatives such as major highway projects, high speed rail, challenges and investment in freight rail service, new transportation technologies, and new initiatives in transportation;
- information related to key transportation disciplines; and
- career professions associated with those disciplines.

Task A - Work Plan and Kickoff Meeting

The recipient will provide a Draft Work Plan containing the management approach and critical schedule needed to complete the tasks. The recipient will participate in an onsite (DOT Headquarters) or teleconference kickoff meeting with the FHWA Agreement Officer's Technical Representative and other FHWA representatives where this plan will be presented. During this kickoff meeting, the FHWA will reiterate its high level requirements and priorities. Following this kickoff meeting and upon resolution of FHWA and AOTR comments, the recipient will complete a Final Work Plan. A final draft will be provided within two weeks after the kick-off meeting.

Deliverables:

1. Draft work plan
2. Kickoff meeting
3. Final work plan (FHWA will have a 14-day review period for comments on all materials).

Task B – Periodical Development and Distribution

The recipient will produce at least six issues of periodicals for the 1-year period of performance, and each issue will include at least each of the following areas:

1. A description and responsibilities for careers/professions in the various modes of transportation including, but not limited to, engineering, environment, safety, planning, design, finance, and project management;

2. An interview with a leading public and private sector transportation official;
3. An article on a topic issue of particular interest to the transportation community from one or more of various transportation modes such as highway program financing, major highway projects, or major traffic safety initiatives.
4. Distribute these issues to leading national transportation and education community organizations to significantly increase the distribution to K-12 and community college students and faculties across the United States.

Work will include the following:

1. Develop and publish the content for the periodical: articles, pictures, and social network connections
2. Maintain and upgrade user interfaces, graphic design
3. Establish and maintain contacts with middle, high school and community college faculty members and administrations
4. Maintain and update user lists, mailing lists and social network
5. Provide IT infrastructure and technical support
6. Oversee the production and quality of the periodicals
7. Evaluate the effectiveness of the periodical on a continuous basis
8. Develop a plan to sustain the development and distribution of issues of the periodical beyond the period of performance of this cooperative agreement

Section 508

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

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

- a. Electronic documents with images
Provide a text equivalent for every non-text element (including photographs, charts and equations) in all publications prepared in electronic format. Use descriptions such as "alt" and "longdesc" for all non-text images or place them in element content. For all documents prepared, vendors must prepare one standard HTML format as described in this statement of work AND one text format that includes descriptions for all non-text images. "Text equivalent" means text sufficient to reasonably describe the image.

Images that are merely decorative require only a very brief “text equivalent” description. However, images that convey information that is important to the content of the report require text sufficient to reasonably describe that image and its purpose within the context of the report.

b. Electronic documents with complex charts or data tables

When preparing tables that are heavily designed, prepare adequate alternate information so that assistive technologies can read them out. Identify row and column headers for data tables. Provide the information in a non-linear form. Markups shall be used to associate data cells and header cells for data tables that have two or more logical levels of row and column headers.

c. Electronic documents with forms

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

SECTION II – AWARD INFORMATION

A. FUNDING

FHWA anticipates Federal funding up to the amount of \$200,000 will be made available for this award subject to availability.

B. NUMBER OF AWARDS ANTICIPATED

FHWA anticipates making one award resulting from this RFA.

C. PERIOD OF PERFORMANCE

The period of performance for this cooperative agreement is 12 months, commencing from the effective date of the agreement.

FHWA anticipates the effective date of this agreement will be on or about January 26, 2012.

D. TYPE OF AWARD

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

E. DEGREE OF FEDERAL INVOLVEMENT

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

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

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

SECTION III - ELIGIBILITY INFORMATION

A. ELIGIBLE APPLICANTS

Competition under this RFA is restricted to Institutions of Higher Education.

B. COST SHARING OR MATCHING

No cost sharing or matching is required for this cooperative agreement.

SECTION IV – APPLICATION AND SUBMISSION INFORMATION

A. APPLICATION FORMS

Applicants shall complete all forms included in the Application Package for this RFA as contained in www.grants.gov. The Applicant shall submit the Application Package online at www.grants.gov.

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

B. CONTENT AND FORM OF APPLICATION SUBMISSION

The Application Package shall consist of the following:

- SF 424
 - SF 424A
 - SF 424B
 - SF LLL
 - Grants.gov Lobbying Form
 - Attachments Form*
1. Technical Application – 25 page limit
 2. Budget Application – no page limit

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

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

Submit your application in the following format:

Part I – Technical Application

NOTE: The Technical Application cannot exceed 25 pages.

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

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

Technical application must contain:

TECHNICAL APPROACH & MANAGEMENT APPROACH

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

STAFFING APPROACH

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

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

Part II- Budget Application

NOTE: There is no page limit on budget applications.

Budget applications must contain:

1. Detailed spreadsheets and supporting information clearly delineating which costs are covered by Federal Funds and which costs are proposed cost share and supporting all estimated costs by year for the entire 12 month period of performance.
 - 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.

Note: Travel will be reimbursed at cost in accordance with the Federal Travel Regulations in effect at the time of travel.
2. If sub-recipients (lower-tiered organizations and/or individual consultants) will be used in carrying out this project, the following minimum information concerning such, should be furnished:
 - Name and address of the organization or consultant.
 - Description of the portion of work to be conducted by the organization or consultant.
 - Cost details for that portion of work.
 - Letter of commitment from sub-recipient.
3. The use of a Dun and Bradstreet (D&B) Data Universal Numbering System (DUNS) number is required on all applications for Federal grants or cooperative agreements. Please provide your organization's DUNS number in your budget application.
4. A statement to indicate whether your organization has previously completed an A-133 Single Audit and, if so, the date the last audit was completed.
5. A statement to indicate whether your organization has an approved accounting system and the internal controls in accordance with 49 CFR Part 19 "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-profit Organizations."

C. SUBMISSION DATES AND TIMES

Applications must be received electronically through www.Grants.gov by 4:15 pm EST on December 11, 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 determines it is in the Government's best interest to consider the late application.

D. OTHER SUBMISSION REQUIREMENTS

FHWA uses www.Grants.gov for receipt of all applications. Applicants must register with www.Grants.gov and use the system to submit application electronically.

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

E. FUNDING RESTRICTIONS

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

SECTION V – APPLICATION REVIEW INFORMATION

A. EVALUATION CRITERIA

Applications received will be evaluated in accordance with the evaluation criteria specified herein. FHWA will evaluate technical applications based on the following criteria listed in descending order of importance: Technical Evaluation Criteria, Cost, and Past Performance.

1. Technical Evaluation Criteria

The applicant's technical competence and understanding of the tasks required to carry out the objectives of this agreement. Technical applications will be evaluated based on the following sub-criteria which are equal in weight:

- a. The ability to develop and publish transportation related articles, pictures and familiarity with social network connections.
- b. The ability to maintain and upgrade user interfaces, graphic designs
- c. The ability to establish and maintain contacts with middle, high school, and community college faculties and administrators
- d. The ability to maintain and update user lists, mailing lists, and social network

- e. The ability to provide IT infrastructure and technical support
- f. The ability to oversee the production and quality of the periodicals
- g. The ability to evaluate the effectiveness of the periodicals on a continuous basis
- h. The ability to disseminate and provide information about the periodicals through journals and conference presentations
- i. The ability to establish a plan to sustain the development and distribution
- j. The ability to provide qualified and experience staff with knowledge and relevant experience in completing the proposed tasks.

2. 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, but will not be scored.

3. 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 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, best meets the objectives of the program.

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

C. ANTICIPATED ANNOUNCEMENT AND AWARD DATES

FHWA anticipates making award on or about January 26, 2012.

D. AWARD NOTICES

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.

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 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>].

OMB Circular A-133, “Audits of States, Local Governments, and Non-Profits” [www.whitehouse.gov/omb/circulars/a133/a133.html];

2 CFR Part 215 (OMB Circular A-110), “Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations” [located at www.access.gpo.gov/nara/cfr/waisidx_05/2cfr215_05.html]; and

Any other applicable Federal regulation or statute.

2. RESPONSIBILITIES OF THE RECIPIENT

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

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

3. **TRAVEL AND PER DIEM**

Travel and per diem authorized under this cooperative agreement shall be reimbursed in accordance with the travel costs section of 2 CFR Part 220. 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 grant agreement shall be met using the most economical form of transportation available. If economy class transportation is not available, the request for payment vouchers must be submitted with justification for use of higher class travel indicating dates, times, and flight numbers.

4. **AMENDMENTS**

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

5. **AGREEMENT OFFICER'S TECHNICAL REPRESENTATIVE (AOTR)**

The AO has designated _____ 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. INDIRECT COSTS

Indirect costs are allowable under this agreement as follows:

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

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

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

7. DATA RIGHTS

The Recipient shall make available to the Government copies of all work developed in performance with this cooperative agreement, including but not limited to software and data. The Government and others acting on its behalf shall have unlimited rights to obtain, reproduce, publish or otherwise use the data developed in the performance of this agreement pursuant to 49 CFR Part 19.36.

8. PAYMENT

The Recipient may request advances or reimbursement of costs incurred in the performance hereof as are allowable under the applicable cost provisions [see 2 CFR 220] not-to-exceed the funds currently available as stated herein.

Advance Payments: The Recipient may be paid in advance, provided the Recipient maintains or demonstrates the willingness to maintain the following in accordance with 49 CFR Part 19: (1) written procedures that minimize the time elapsing between transfer of funds and disbursement by Recipient, and (2) financial management systems that meet the standards for fund control and accountability. When these items are met, reimbursement will be the method of payment.

Payment for Reimbursement: When requesting reimbursement of costs incurred, the Recipient shall submit supporting cost detail with the SF 270 to clearly document costs

incurred. Cost detail includes a breakout of all costs incurred including, direct labor, indirect costs, other direct costs, cost share, travel, etc.

The Agreement Specialist and the AO reserve the right to withhold processing requests for advance or reimbursement until sufficient detail is received. In addition, reimbursement will not be made without AOTR review and approval to ensure that progress on the Agreement is sufficient to substantiate payment. After AOTR approval, the Agreement Specialist will certify and forward the advance or request for reimbursement to the payment office.

The Recipient shall submit an original and one copy of the SF 270 to one of the methods identified below:

1. Requests for advance or reimbursement via regular U.S Postal service mail:

Federal Highway Administration
P.O. Box 268865
Oklahoma City OK 73126-8865

2. Requests for reimbursement submitted via an overnight service should use the following physical address:

MMAC
FHWA/AMZ-150
6500 S. MacArthur Blvd
Oklahoma City, OK 73169
Attention: Guang Zeng, HAAM-20F
On-site contact: April Grisham, 405-954-8269

3. Alternatively, you may submit request for reimbursement to the following central e-mail address at 9-AMC-AMZ-FHWA-Invoices@faa.gov.

4. If you choose to submit your invoices to the central e-mail address, you must:

- (a) Include the invoice as an attached PDF document.

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

- (i) "Invoice No. #

- (ii) Contract/Agreement Number

- (iii) Name of your Company/Organization."

Example: Invoice No. 35 – DTFH61-12-H-00004 – ABC Company

- (iv) Attention: Guang Zeng

All invoices must identify Guang Zeng *as the invoicing point of contact*.

Requests for reimbursement submitted to addresses other than those identified above will be returned to the recipient as non-conforming.

Note: Standard Forms may be located at <http://fhwa.dot.gov/aaa/hamhome.htm>.

9. 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 Agreement No. DTFH61-12- (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.”

10. 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.

11. TERMINATION AND SUSPENSION

The Government may terminate this agreement in whole or in part, upon providing written notification to the Recipient, if the AO determines that a Recipient has failed to complete the technical or administration terms and conditions of the award.

12. BUDGET REVISION/REALLOCATION OF AMOUNTS

The Recipient is required to report deviations from budget and program plans, and request prior approval for budget and program plan revisions in accordance with 49 CFR Part 19.25.

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.

13. 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.

14. **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, 2 CFR Part 220, and 2 CFR Part 225, as applicable.

15. **AVAILABLE FUNDING**

The total not-to-exceed amount of Federal funding that may be provided under this grant agreement is \$200,000 for the entire period of performance, subject to the limitations shown below:

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

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

16. **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.

17. **KEY PERSONNEL**

The Recipient shall request prior written approval from the AO for any change in key personnel specified in the award. Key personnel under this agreement include:

(To be filled in at award)

18. **PROGRAM INCOME**

Program Income earned during the project period shall be retained by the Recipient and

added to funds committed to the project by the Federal awarding agency and the Recipient and used to further eligible project or program objectives.

19. 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.

20. DEBARMENT AND SUSPENSION REQUIREMENTS

The Recipient shall comply with 2 CFR Part 180 entitled, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement).” DOT specific guidance can be found at 2 CFR Part 1200 entitled, “Nonprocurement Suspension and Department.” Further, the Recipient shall flow down this requirement to applicable subawards by including a similar term or condition in lower-tier covered transactions.

21. 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. (Note: 49 CFR Part 32 is available online at <http://www.dot.gov/ost/m60/grant/regs.htm>)

22. 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 part, 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.

B. REPORTING

1. ADDRESSES FOR SUBMITTAL OF REPORTS AND DOCUMENTS

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

Guang.Zeng@dot.gov

(TBD)@dot.gov

2. QUARTERLY PERFORMANCE PROGRESS REPORT (PPR)

The Recipient shall submit an electronic copy of the SF-PPR, in PDF format, to the AOTR and the Agreement Specialist, plus, and one hard copy to 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 period of performance.

Calendar Quarters are:

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

The SF-PPR is available online at http://www.whitehouse.gov/omb/grants/grants_forms.html.

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

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

- a summary of work performed for the current quarter
- a summary of work planned for the upcoming quarter
- 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 grant agreement, together with recommended solutions to such problems; or, a statement that no problems were encountered
- A tabulation of the current and cumulative costs expended by cost element (labor, travel, indirect costs, subcontractors, etc.) by quarter versus budgeted costs, including cost share
- SF 425, Financial Status Report.

3. ANNUAL BUDGET REVIEW AND PROGRAM PLAN

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

4. DELIVERABLES

Deliverables are anticipated to be made available to the public.

<u>Deliverables</u>	<u>To be Completed on or Before</u>
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(to be inserted at award)

5. ENCOURAGING RECIPIENT POLICIES TO BAN TEXT MESSAGING WHILE DRIVING

(a) Definitions. As used in this clause--

“Driving”—

(1) Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.

(2) Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

“Text messaging” 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. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

(b) This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving, dated October 1, 2009.

(c) The Recipient is encouraged to—

(1) Adopt and enforce policies that ban text messaging while driving—

(i) Company-owned or -rented vehicles or Government-owned 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 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 prohibit text messaging while driving; and

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

(d) *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.

6. 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.

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 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.)

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:
Guang Zeng, Agreement Specialist
Federal Highway Administration, HAAM-20F
Office of Acquisition Management
1200 New Jersey Avenue, SE
Washington, DC 20590

Guang.Zeng@dot.gov; (202) 366-5503

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