

***Federal Grant 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
Mail Drop: E65-101
Washington DC 20590

Funding Opportunity Title: “Design and Construction of Continuously Reinforced Concrete for Long-Life Pavement Performance”

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

Funding Opportunity Number: RFA Number: DTFH61-13-RA-00016

Catalog of Federal Domestic Assistance (CFDA) Number: 20.200

Dates: RFA Issue Date is July 9, 2013
RFA Questions end date is July 23, 2013
Application Due Date/Time is August 9, 2013 at 4:00PM Eastern Time (ET)

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NOTE: 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 in advance of the submission deadline and to register to receive notifications of updates/amendments to the RFA. It is the Applicant’s responsibility to monitor www.Grants.gov for any updates to the RFA.**

SECTION I - FUNDING OPPORTUNITY DESCRIPTION

A. STATEMENT OF PURPOSE

The Federal Highway Administration (FHWA) is accepting an application for one cooperative agreement to an awardee (“Recipients”) to expand the use of continuously reinforced concrete (CRC) as a way to achieve long-life pavement performance. This goal will be pursued through technology transfer based on industry guidance for design and construction, as well as the repair and rehabilitation, of CRC pavements.

B. LEGISLATIVE AUTHORITY

The authority to award a cooperative agreement for this effort is found in United States Code Title 23 – Highways, Section 503(c)(1), as amended by P.L. 112-141, the Moving Ahead for Progress in the 21st Century Act (MAP-21). One of the goals of the Technology and Innovation Deployment program is “...to significantly accelerate the adoption of innovative technologies by the surface transportation community.” Further, in 23 USC 503(c)(3) [as amended by MAP-21], titled Accelerated Implementation and Deployment of Pavement Technologies, “[t]he Secretary shall establish and implement a program [...] to promote, implement, deploy, demonstrate, showcase, support, and document the application of innovative pavement technologies, practices, performance and benefits.” The goals of the program that directly apply to this agreement are in the amended 23 USC 503(c)(3)(2), as follows:

- i. the deployment of new, cost-effective, designs, materials, recycled materials, and practices to extend the pavement life and performance and to improve user satisfaction;
[...]
- iv. the deployment of engineering design criteria and specifications for new and efficient practices, products, and materials for use in highway pavements;
- v. the deployment of new nondestructive and real-time pavement evaluation technologies and construction techniques; and
- vi. effective technology transfer and information dissemination to accelerate implementation of new technologies and to improve life, performance, cost effectiveness, safety and user satisfaction.

In order to carry out this program, Section 52002 of MAP-21 amends 23 USC 502(b)(3)(C) to allow the Secretary to make grants to, and enter into contracts and cooperative agreements with: the National Academy of Sciences, the American Association of State Highway and Transportation Officials, any Federal laboratory, Federal agency, State agency, authority, association, institution, for-profit or nonprofit corporation, organization, foreign country, or any other person.

The funding provided for this program is given in Section 52003(a) of MAP-21, which amends 23 USC 503(c)(3)(C) by stating that “The Secretary shall obligate for each of fiscal years 2013 through 2014 from funds made available to carry out this subsection \$12,000,000 to accelerate the deployment and implementation of pavement technology.”

In accordance with MAP-21 Division E Title I – Funding – Section 51001(b)(1), the Federal share of the cost of a project or activity carried out using those funds shall be 80 percent. Therefore, the recipient must contribute 20 percent of the total project costs. The cost share can be satisfied with either cash or ‘in-kind’ contribution.

C. BACKGROUND

The FHWA Office of Pavement Technology has an ongoing concrete pavement technology program to develop and transfer technologies for improved concrete pavement performance. The principal benefits of CRC pavement (CRCP), by comparison to jointed plain concrete pavement (JPCP) and jointed reinforced concrete pavement (JRCP), are the elimination of transverse joint construction and related maintenance, and the demonstrated ability of CRCP to provide long-life performance.

Long-life concrete pavements (LLCPs) have been attainable for a long time as evidenced by the fact that a large mileage of very old pavements remains in service. In addition, continuing advances in design, construction, and concrete materials give us the knowledge and technology needed to achieve consistently what we already know to be attainable. Highway agencies throughout the United States, in conjunction with industry, are recognizing and beginning to implement innovative features in concrete pavements related to structural design, concrete mixtures, paving equipment, construction process management, and testing procedures to achieve LLCPs that are economical, constructible, and sustainable. To achieve long life, pavements must not exhibit premature failures and must have a reduced potential for cracking, faulting, spalling, and materials-related distress. To be sustainable, pavement design and construction practices must reduce the carbon footprint due to construction, maintenance, repair, and rehabilitation. Finally, the life cycle impact of concrete pavements, considering not only life cycle costs but also environmental and societal impacts, must be competitive with alternative pavement systems.

Coordinated efforts are needed to create national awareness, acceptance and implementation of CRC technology that will result in long-life highway pavements. These efforts need to be focused not only on highway agencies but also on the entire reinforced concrete industry, including engineers, architects, concrete and material suppliers, paving contractors, and others in order for the guidance for design and construction, as well as repair and rehabilitation, of CRC pavements to be embraced by all parties.

The Recipient of this award and FHWA will work cooperatively to foster innovation by facilitating the participation of highway agencies, industry, and other parties in advancing knowledge, acceptance and use of CRCP.

D. Objectives

This cooperative agreement to continue the ongoing concrete pavement technology program to develop and transfer technologies for improved concrete pavement performance. The principal benefits of CRC pavement (CRCP), by comparison to jointed plain concrete pavement (JPCP) and jointed reinforced concrete pavement (JRCP), are

the elimination of transverse joint construction and related maintenance, and the demonstrated ability of CRCP to provide long-life performance

E. STATEMENT OF WORK

The recipient will conduct the following tasks to achieve the objective of the cooperative agreement.

The advancement of CRCP through technology transfer and delivery of industry guidance for design, construction, repair and rehabilitation shall be based on a strategy for interacting with highway agencies as well as the pavement engineering and construction industry communities. Additionally, there shall be a strategy for assisting highway agencies in each stage of technology awareness, acceptance, and modification of design and procurement procedures as needed for implementation. The tasks listed below describe the work to be performed under this Agreement.

Task 1: The Recipient shall organize, in cooperation with the Agreement Officer's Representative (AOTR), an expert task group (ETG) with participation from highway agencies, industry, and academia. The function of the ETG is to review work progress, discuss technical issues, and make comments and recommendations, which shall be recorded by the Recipient in meeting minutes to be reviewed by the Recipient and the AOTR; however, the ETG will not direct any of the work to be performed under this Agreement. The Recipient shall prepare ETG meeting agendas, handout materials, and follow-up minutes, all subject to review and approval by the AOTR prior to distribution. All ETG meetings shall be scheduled and arranged by the Recipient with approval from the AOTR. The Recipient shall arrange in-person meetings of the ETG two (2) times during the first year of the Agreement. The duration of the ETG meetings shall be twelve (12) hours over a contiguous two-day (2-day) period. In each subsequent year the Recipient shall arrange for the ETG to meet two (2) times; however, the first meeting in each subsequent year shall be conducted via webinar. Travel costs for ETG participants from highway agencies and academia shall be reimbursed by the Recipient in accordance with federal travel regulations. Industry participants must provide for their own travel arrangements and related costs.*

***NOTE: The recipient is not authorized to conduct the workshop without express written consent by the Agreement Officer.**

Task 2: The Recipient shall develop a web-based repository of CRCP information, subject to review and approval by the AOTR, in the form of published articles and reports, manuals, guidance documents, construction plans and specifications, technical briefs, and other items that convey unbiased technical information. This effort shall focus on expanding and improving the website hosted by the Concrete Reinforcing Steel Institute (CRSI) where some CRCP information currently is available. The CRSI website can be accessed at the following web link: <http://www.crcpavement.org/>. The Recipient shall add a total of ten (10) informational items per year to the web-based repository, subject to review and approval by the AOTR. This task shall include collection of information as well as web development and maintenance activities. The Recipient shall prepare an initial report, not to exceed five (5) pages, listing the CRCP informational items that are available on the CRSI website when this Agreement is awarded, and shall update the report annually during the period of performance (POP) of this Agreement. The report shall be delivered to the AOTR in electronic format.

Task 3: The Recipient shall develop and deliver two (2) national webinars on CRCP technology, subject to review and approval by the AOTR, open to highway agencies, paving contractors, and academia. The subject matter for the first webinar shall focus on design of CRCP; and, the subject matter for the second webinar shall focus on construction, repair, and rehabilitation of CRCP. The Recipient shall deliver each of the two (2) webinars on three (3) separate dates at times and locations that will facilitate participation by interested parties in all time zones within the USA. The AOTR will seek the cooperation and sponsorship of key committees of the Transportation Research Board (TRB), including Committee AFD50 on Rigid Pavement Design, Committee AFH50 on Portland Cement Concrete Pavement Construction, and Committee AFD70 on Pavement Rehabilitation. Each of the webinar events shall be limited to ninety (90) minutes, including the time allotted for answering questions posed by participants. The Recipient shall make all webinar materials, including presentation slides as well as key documents referenced in the webinar discussion, available for immediate download by all participants at the end of each webinar. The Recipient shall prepare a report following each webinar to include webinar materials, a list of participants, a summary of questions and answers, and the rating given to the webinar by participants. The Recipient shall utilize the rating technique employed by FHWA's National Highway Institute (NHI). Contact information for NHI can be found at the following web link: <http://www.nhi.fhwa.dot.gov/default.aspx/>.

Task 4: The Recipient shall organize, subject to review and approval by the AOTR, two (2) technical sessions on CRCP for delivery at the 94th Annual Meeting of TRB in Washington, DC in January 2015. The AOTR will coordinate the planning and delivery of these sessions with key committees of TRB, including Committee AFD50, Committee AFH50, and Committee AFD70. The presentations in the first session shall be on design of CRCP; and, the presentations in the second session shall be on construction, repair, and rehabilitation of CRCP. Each session shall be one hour and forty-five minutes in length and shall include four (4) presentations. Presentations shall be based on papers that have been reviewed and accepted by TRB. The Recipient shall reimburse travel and registration expenses for author-presenters from highway agencies in accordance with federal travel regulations.

Task 5: The Recipient shall develop an executive briefing document and presentation, subject to review and approval by the AOTR, for delivery to highway agencies. The Recipient shall deliver the proposed briefing materials to the AOTR for review and approval sixty (60) days prior to delivery to a highway agency. The Recipient shall deliver the briefing in person, along with the AOTR, to twelve (12) targeted highway agencies, to be designated by the AOTR. The AOTR will select these highway agencies based both on their participation in the national webinars in Task 3, and on their interest expressed either verbally or in writing to the AOTR. The briefing document shall be concise, four (4) pages in length, and shall focus on the key benefits of CRCP: minimal maintenance requirements; long-life performance; and competitive cost. The in-person presentation shall be supplemented with ten (10) non-technical slides, and the total time for the visit shall be limited to ninety (90) minutes, including all discussion.

Task 6: The Recipient shall develop a CRCP workshop with technical content including reports, technical briefs, guidance documents, plans and specifications, and PowerPoint slides for delivery staff in highway agency program offices including: Planning, Design, Materials, Construction, and Maintenance. The Recipient shall deliver the proposed workshop materials to the AOTR for review and approval sixty (60) days prior to delivery in a workshop. This training

shall be delivered to six (6) of the agencies visited in Task 5, to be designated by the AOTR. The duration of the workshops shall be a total of twelve (12) hours during a contiguous two-day (2-day) period.*

***NOTE: The recipient is not authorized to conduct the workshop without express written consent by the Agreement Officer.**

Task 7: The Recipient shall prepare and submit to the AOTR a report summarizing the activities performed under each of Tasks 1 through 6 above with emphasis on both successful implementation strategies as well as any gaps that may have been identified. This report shall be submitted to the AOTR for review and comment 30 days prior to the end of the POP for each of Base Years 1 and 2.

Task 8: The Recipient shall continue the work of the ETG, as organized under Task 1, during Option Years 1, 2, and 3, if exercised. The ETG shall meet two (2) times each year, first in a two-day (2-day) in-person meeting and next in a one-day webinar format. Each meeting will be scheduled and arranged by the Recipient with approval from the AOTR. Travel costs for ETG participants from highway agencies and academia will be reimbursed by the Recipient in accordance with federal travel regulations. Industry participants must provide for their own travel arrangements and related costs. The ETG will review work progress, discuss technical issues, and make comments and recommendations, which will be reviewed by the Recipient and the AOTR; however, the ETG will not direct any of the work to be performed under this Agreement. The Recipient shall prepare agendas, handout materials, and follow-up minutes for ETG meetings, all subject to review and approval by the AOTR prior to distribution.*

***NOTE: The recipient is not authorized to conduct the workshop without express written consent by the Agreement Officer.**

Task 9: The Recipient shall prepare technical documents, as follows: Technical Briefs on CRCP topics including: cracking; shoulders; transverse steel; case studies highlighting life-cycle cost; technical summary on pavement design issues; an updated manual on design, construction, repair and rehabilitation (CRSI 2010); and a technology synthesis. The Recipient shall submit draft copies of each document to the AOTR for review, comment, and approval. The AOTR will return each draft within 30 days of receipt.

Task 10: The Recipient shall provide, subject to approval by the AOTR, in-person peer-to-peer guidance to four (4) highway agencies for CRCP project development. Such guidance shall be provided, subject to acceptance by the highway agency, for site selection, CRCP design, development of plans and specifications, and monitoring of construction. The Recipient shall utilize the expertise of the Recipient's team, FHWA, and other highway agencies that have constructed CRCP projects. The Recipient shall reimburse travel costs for participants from highway agencies and academia in accordance with federal travel regulations. After a CRCP project is initiated, the Recipient shall provide related guidance to the paving contractor, if requested by the highway agency and approved by the AOTR.

Task 11: The Recipient shall organize and deliver two (2) open house events, subject to approval by the AOTR, in cooperation with highway agencies. The open house events shall take place during construction of CRCP projects. The Recipient shall conduct planning activities for

these events to include timely invitations for cost-reimbursed travel for ten (10) highway agency participants from other states. Reimbursement of travel costs for highway agency participants shall be paid by the Recipient in accordance with federal travel regulations.

Task 12: The Recipient shall develop an educational workshop on CRCP, subject to approval by the AOTR, for delivery to university professors of civil engineering. The Recipient shall deliver the proposed workshop materials to the AOTR for review and approval sixty (60) days prior to delivery in a workshop. With prior approval by the AOTR, the Recipient shall deliver the educational workshop on three (3) separate dates at times and locations that facilitate participation by professors in all time zones throughout the USA. A total of fifteen (15) professors shall be accepted, with approval of the AOTR, for participation at each of the three (3) locations. The Recipient shall reimburse travel costs for professors in accordance with federal travel regulations. The duration of the educational workshops shall be a total of twelve (12) hours during a contiguous two-day (2-day) period.*

***NOTE: The recipient is no authorized to conduct the workshop without express written consent by the Agreement Officer.**

Task 13: The Recipient shall prepare and submit to the AOTR a report summarizing the activities performed under each of Tasks 8 through 12 above with emphasis on both successful implementation strategies as well as any gaps that may have been identified. This report shall be submitted to the AOTR for review and comment 30 days prior to the end of the POP for each of Option Years 1, 2, and 3.

F. SECTION 508 OF THE REHABILITATION ACT OF 1973

While the requirements of Section 508 of the Rehabilitation Act of 1973, as amended, do not apply to assistance agreements, the FHWA is subject to the Act's requirements that all documents posted on an FHWA or FHWA-hosted website comply with the accessibility standards of the Act. Accordingly, final deliverable reports prepared under this agreement and submitted in electronic format must be submitted in a format whereby FHWA can easily meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended.

NOTE: Quarterly Progress Reports and financial reports are not considered final deliverables and therefore the following requirements do not apply.

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

Electronic documents with images

Provide a text equivalent for every non-text element (including photographs, charts and equations) in all publications prepared in electronic format. Use descriptions such as “alt” and “longdesc” for all non-text images or place them in element content. For all documents prepared, vendors must prepare one standard HTML format as described in this statement of work AND one text format that includes descriptions for all non-text images. “Text equivalent” means text sufficient to reasonably describe the image. Images that are merely decorative require only a very brief “text equivalent” description. However, images that convey information that is important to the content of the report require text sufficient to reasonably describe that image and its purpose within the context of the report.

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.

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 total amount of \$400,000 may be made available for one cooperative agreement award subject to the availability of funds:

Application preparation costs are not an allowable charge under this agreement.

B. COST SHARING OR MATCHING

Federal Share of the cost of activities shall be 80 percent as stated in MAP-21 Division E Title – Funding – Section 51001(b)(1) .

C. NUMBER OF AWARDS ANTICIPATED

FHWA anticipates making an estimated 1 award from this RFA.

D. PERIOD OF PERFORMANCE

The period of performance for this cooperative agreement will be five years commencing from the effective date of the agreement.

The U.S. DOT/FHWA anticipates the effective date of this agreement will be on or about September 1, 2013.

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:

- 1) Technical assistance and guidance;
- 2) Close monitoring during performance;
- 3) Participation in kick off and status meetings, and meetings identified in the Statement of Work
- 4) Facilitating annual budget review;
- 5) Testing for compliance with requirements
- 6) Provision of documents and other technology transfer materials;
- 7) Facilitate coordination with identified key partners.

F. TYPE OF AWARD

FHWA intends to award an estimated 1 cooperative agreement as the result of this RFA.

SECTION III - ELIGIBILITY INFORMATION

A. ELIGIBLE APPLICANTS

Competition under this RFA is restricted to Concrete Reinforcing Steel Institute.

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.

B. CONTENT AND FORM OF APPLICATION SUBMISSION

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

The application package will consist of the following in this order:

- SF424 (*Note: Applicants may leave 5a, 5b, 6, 7, 13 and blank on the form.*)
- SF424A (*Note: Section A: block 1(a) print opportunity title listed on page 1; block 1(b) print the CFDA number listed on page 1; block 1(c) print \$ Total Federal Funds Requested; block 1(d) print \$ Total Cost Share = \$0, and leave blank columns (e), (f), and (g) and rows 2, 3, and 4.*)
- SF424B
- SF-LLL (*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:

1) **Volume 1 – Technical Application** as described below: - 30 double spaced pages maximum

- Part I Technical and Management Approach
- Part II Staffing Approach
- Part III Resources
- Part IV Past Performance

2) **Volume 2 – Budget Application** as described below - no page limit

- Part I Cost/Price Information
- Part II Other Financial Information
- Submit your application in the following format. Volumes 1 and 2 shall be submitted in the following format. Applications will be prepared on 8½ x 11 inch paper except for foldouts used for charts, tables or figures, which will not exceed 11 x 17 inches. Foldouts will not be used for text, and will count as two pages.
- A page is defined as one side of an 8 ½ by 11 inch paper. Therefore, a piece of paper with printing on both sides is considered two pages.
- Text will be printed using the Times New Roman, and with no less than 12 cpi.
- Page margins will be a minimum of 1 inch top, bottom and each side.
- Pages shall be number consecutively starting with the first page.
- No cost/price data will be included in Volume I.

Volume 1 - Technical Application

Technical applications must contain:

Part I - Technical and Management Approach

The application will include a program narrative statement that describes the technical and management approach.

- a. Describe how you would proceed if awarded this agreement and how you propose to meet the program objectives, activities, and the anticipated outcomes.
- b. Describe your background and experience in dealing with continuously reinforced

concrete pavement and explain the benefits to be derived from its use that would result in its implementation by highway agencies that either have not used it or have not used it since significant improvements in design procedures and construction techniques have taken place.

- c. Highlight the qualifications of the proposed team members relevant to their proposed tasks, and their experience in providing technical assistance to stakeholder groups including highway agencies, contractors, and academia.
- d. Outline the technical approaches that you will use to bring awareness and use of this paving option to highway agencies at affordable cost.
- e. Describe a back-up plan to accommodate delays/problems to complete the required work within the proposed schedule and cost.
- f. Provide an estimate of the highway agencies that may want to learn about and implement this technology.
- g. Propose a travel plan commensurate with the technical proposal.
- h. Include a list of published and unpublished literature used in preparation of the application.

Part II - Staffing Approach:

- a. Provide a program organizational chart identifying proposed staff members assigned to the project by activity. Include the title and a brief description of each position's responsibilities, as well as the proposed level of effort and allocation of time for each position. Provide the level of effort for each position for each activity for each year within the period of performance. Identify your Key Personnel.
- b. Provide brief tailored resumes for the proposed Program Manager and other Key Personnel to include name, relevant experience, relevant education, and proposed role in project. (**Note:** resumes **do** count in the designated page limitations.)

Part III – Resources:

- a. Facilities, equipment, software, information, etc. to meet the objectives of the RFA and are located to efficiently and effectively support the accomplishment of the work. The facilities, equipment, software, information, etc. are available to perform the work satisfactorily and on schedule.

Part IV - Past Performance:

- a. Provide a minimum of three current (within the last five years) or completed references from different customers (commercial and/or Government) for projects involving similar or related services. Provide customer name, point of contact, title, contact information (Email and phone number), project title, project duration, project value, and how it relates to the program objectives of this RFA. The Government may contact the customer point of contact for verification and to obtain past performance information. Contact information must be accurate and current.

Volume 2 - Budget Application

Note: There is no page limit on budget applications.

Part I – Cost Information and Other Financial Information

Provide a separate detailed budget plan for each year, and then summarized for all years for all Activities. Spreadsheets can be formatted similarly to the format in DOT Form 4220.44 located at: http://www.fhwa.dot.gov/aaa/pdfs/frm4220_44.pdf.

The detailed budget plan will consist of addressing each of the following items/subitems:

1. Detailed spreadsheet and supporting information clearly delineating and supporting all estimated costs by Activity (per year and in summary form) as follows. COST SHARE DETAIL IS REQUIRED:
 - a. Provide labor categories, labor hours (or percentage of time), labor rates.
 - b. Provide indirect rates and bases, include any audit information to support rates (for example, a copy of signed Department of Health of Human Services rate agreement).
 - c. Provide supporting information to justify estimates that are different than those suggested in Attachment A, Estimated Level Of Effort costs such as Travel, Equipment/Material, Other Direct Costs (ODCs), etc.

Note: Travel will be reimbursed at cost in accordance with the Federal Travel Regulations in effect at the time of travel.
2. Identify any exceptions to the anticipated award Administrative Information in Section VI. Identify any preexisting intellectual property that you anticipate using during award performance, and your position on its data rights during and after the award period of performance.
3. 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:
 - a. Name and address of the organization or consultant.
 - b. Description of the portion of work to be conducted by the organization or consultant.
 - c. Cost details for that portion of work.
 - d. Letter of commitment from sub-recipient.
4. 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.
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:
 - a. accounting system,
 - b. purchasing system, and/or
 - c. property control system.

If such systems have been reviewed, provide summary information of the audit/review results to include as applicable summary letter or agreement, date of audit/review, Federal or State point of contact for such review.

7. Terminated cooperative agreements or contracts - List any cooperative agreements or contracts that were terminated for convenience of the Government within the past 3 years, and any contract that was terminated for default within the past 5 years. Briefly explain the circumstances in each instance.
8. Describe how your organization will obtain the necessary resources to complete this agreement.
9. The applicant is directed to review Title [2 CFR §170](#) [located at http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&tpl=/ecfrbrowse/Title02/2cfr170_main_02.tp] dated September 14, 2010, and [Appendix A](#) thereto, [located at <http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=10ee5024047f849dcfc5c299ee2626af&rgn=div9&view=text&node=2:1.1.1.8.8.3.1.8.2&idno=2>] 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 the application due date/time listed on page 1 of this Request for Application package.

The deadline stated on page 1 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 or application preparation costs.

E. OTHER SUBMISSION REQUIREMENTS

FHWA uses www.Grants.gov for receipt of all applications. Applicants must register with www.Grants.gov and use the system to submit applications electronically. **Applicants are encouraged to register with www.Grants.gov in advance of the submission deadline and to register to receive notifications of any updates/amendments to the RFA. It is the Applicant's responsibility to monitor www.Grants.gov for any updates to the RFA.**

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 to arrive no later than the application deadline cited above.

SECTION V – APPLICATION REVIEW INFORMATION

A. EVALUATION FOR RESPONSIVENESS

FHWA will evaluate the applications for responsiveness to the request for applications. If an application is found to be nonresponsive at any time during evaluation, the FHWA will notify the applicant of the non-responsive determination, and the application will not receive further consideration, unless otherwise determined by the Agreement Officer (AO) that further consideration is in the best interest of the Government. The FHWA also will consider the application non-responsive for any of the following reasons:

1. The application is received after the specified receipt date;
2. The application is incomplete;
3. The application does not comply with the content and format requirements of the request for application;
4. The application does not comply with the requirements of the request for application; or
5. The material presented is insufficient to permit an adequate review.

B. EVALUATION CRITERIA

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

TECHNICAL: The applicant's technical competence and understanding of the activities required to fulfill the objectives of this agreement. Technical applications will be evaluated based on the following criteria which are listed in descending order of importance:

1. Understanding and Approach.

The proposal demonstrates the qualifications and experience of the project team's technical experts in performing similar work.

- a. Demonstrated knowledge and experience in design of continuously reinforced concrete pavement (CRCP).
- b. Demonstrated knowledge and experience in construction of CRCP.
- c. Demonstrated knowledge and experience in technology transfer, delivery and implementation.
- d. Demonstrated knowledge and experience in technical writing and professional publications.

Note: Sub-factors a., b., c., and d. are of equal importance

2. Staffing Capabilities

The proposal demonstrates that the proposed staff possesses the technical skills, qualifications, and experience to complete the proposed effort.

- a. Demonstrated experience of the Program Manager in managing a multi-disciplined team in complex product-oriented assignments is very important.
- b. The qualifications and experience of proposed staffing, to perform Tasks 1 through 13, and how the proposed staffing fulfills the needs of FHWA's overall efforts to implement best practices for CRCP

Note: Sub-factor a. is of greater importance than sub-factor b.

3. Resources.

- a. The proposal demonstrates the project team has access to appropriate resources to complete the proposed effort. The facilities, equipment, software, information, etc. are available to perform the work satisfactorily and on schedule.

PAST PERFORMANCE: The Government will evaluate the relevant merits of each applicant's past performance based on its reputation and record with its current and/or former customers with respect to quality, timeliness and cost control. Past performance will be reviewed to assure that the applicant has relevant and successful experience and will be considered in the ultimate award decision, but will not be scored. In evaluating past performance, the Government may consider both written information provided in the application, as well as any other information available to the Government through outside sources. In the event an applicant does not have a record of relevant past performance, the applicant's past performance will not be evaluated favorably or unfavorably.

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

C. 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 legislation. The three evaluation factors are in descending order of importance: (1) Technical, (2) Past Performance, and (3) Cost, with Technical more important in the resultant award decision than Cost and Past Performance factors combined.

The AO is the official responsible for final award selections. The Government is not obligated to make any award as a result of this announcement.

D. ANTICIPATED ANNOUNCEMENT AND AWARD DATES

FHWA anticipates making an award on or about September 1, 2013.

E. 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 AO can commit the Government. The award document, signed by the AO, 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 will be governed by and in compliance with the following requirements as applicable to the type of organization of the Recipient and to the type of organization of any applicable sub-recipients:

For Indian Tribal Governments:

- 49 CFR Part 18, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” the DOT codification of OMB Circular A-102 [located at www.dot.gov/ost/m60/grant/49cfr18.htm];
- 2 CFR Part 225 (OMB Circular A-87), “Cost Principles for State, Local, and Indian Tribal Governments” [located at www.whitehouse.gov/omb/circulars_a087_2004];
- OMB Circular A-133, “Audits of States, Local Governments, and Non-Profits” [located at www.whitehouse.gov/sites/default/files/omb/circulars/a133/a133.pdf];

For State and Local Governments:

- 49 CFR Part 18, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” the DOT codification of OMB Circular A-102 [located at www.dot.gov/ost/m60/grant/49cfr18.htm];
- 2 CFR Part 225 (OMB Circular A-87), “Cost Principles for State, Local, and Indian Tribal Governments” [located at www.whitehouse.gov/omb/circulars_a087_2004];
- OMB Circular A-133, “Audits of States, Local Governments, and Non-Profits” [located at www.whitehouse.gov/sites/default/files/omb/circulars/a133/a133.pdf];

For Institutions of Higher Education:

- 49 CFR 19, “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations”, the DOT codification of OMB Circular A110 [located at: www.dot.gov/ost/m60/grant/49cfr19.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” [located at www.whitehouse.gov/sites/default/files/omb/circulars/a133/a133.pdf];

For Non-Profit Organizations:

- 49 CFR 19, “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations”, the DOT codification of OMB Circular A110 [located at: www.dot.gov/ost/m60/grant/49cfr19.htm];
- 2 CFR Part 230 (OMB Circular A-122), “Cost Principles for Non-Profit Institutions” [located at edocket.access.gpo.gov/2005/05-16650.htm];
- OMB Circular A-133, “Audits of States, Local Governments, and Non-Profits” [located at www.whitehouse.gov/sites/default/files/omb/circulars/a133/a133.pdf];

For-profit Organizations:

- 49 CFR 19, “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations”, the DOT codification of OMB Circular A110 [located at: www.dot.gov/ost/m60/grant/49cfr19.htm];
- 48 CFR 31 (Federal Acquisition Regulations) Subpart 31.2 [located at <http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=0cf942e3e8ae91947f14fc14b35ee2fd&rgn=div6&view=text&node=48:1.0.1.5.30.2&idno=48>]

For all organizations:

- 49 CFR Part 20, “New Restrictions On Lobbying,” [located at www.dot.gov/ost/m60/grant/49cfr20.htm];
- 49 CFR Part 21, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964” [located at <http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=a99a8496b34462b98f7cd8521c395837&rgn=div5&view=text&node=49:1.0.1.1.15&idno=49>]
- 49 CFR Part 26, “Nondiscrimination by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs” [located at <http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr;sid=5f45dc360bda3a664764634da75532a3;rgn=div5;view=text;node=49%3A1.0.1.1.20;idno=49;cc=ecfr>]
- 49 CFR Part 27, “Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance” [located at <http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr;sid=807a6b2d9f013f5d83a52e5de8e49450;rgn=div5;view=text;node=49%3A1.0.1.1.21;idno=49;cc=ecfr>]
- 49 CFR 32, “Governmentwide Requirements for Drug-Free Workplace (Financial Assistance) [located at <http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=9817ef9f832e74732ee322ffcb848d97&rgn=div5&view=text&node=49:1.0.1.1.25&idno=49>]
- Any other applicable Federal regulation or statute.

2. RESPONSIBILITIES OF THE RECIPIENT

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

- a. Performing the Statement of Work as described in Section I, Funding Opportunity Description.
- b. Coordinating and managing work, including issuing and managing subcontracts/sub awards and consulting arrangements, as necessary.
- c. Submitting all required reports including Quarterly Progress Reports. (See Part B of this Section, entitled Reporting.)
- d. Meeting with the Agreement Officer's Representative (AOR) as necessary.
- e. During the period of performance, the FHWA and the Recipient will meet, as needed, to discuss project activities. The location of the meeting will be established by the AOR. *Note:* for application process, assume the Task 1 meeting will be in Washington, DC and will last 1 full day.
- f. Participate in monthly meetings via teleconference or web conference with the AOR.
- g. Participating in a kick-off meeting with the AO and/or the AOR to discuss agreement expectations and procedures.

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 based on recipient or subrecipient type. 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 in writing 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 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 REPRESENTATIVE (AOR)

The AO has designated (to be filled in at award) , as the Agreement Officer’s Representative to assist in monitoring the work under this agreement. The AOR will oversee the technical administration of this agreement and act as technical liaison with the performing organization. The AOR 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. PUBLIC ACCESS TO DOCUMENTS

The Recipient agrees that the resulting deliverables/documentation submitted to the FHWA under this agreement may be posted online for public access and/or shared by FHWA with other interested parties. FHWA anticipates the documents cited herein may be posted on a FHWA website or other appropriate website.

7. INDIRECT COSTS

Indirect costs are allowable under this agreement as follows:

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

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

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

8. DATA RIGHTS

The Recipient will 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 will have rights to obtain, reproduce, publish or otherwise use the data developed in the performance of this cooperative agreement pursuant to 49 CFR Part 18 or 19, and as applicable:

9. PAYMENT

The Recipient may request advances or reimbursement of costs incurred in the performance hereof as are allowable under the applicable cost provisions [see 49 CFR Part 18.21 or Part 19.22 as applicable] not-to exceed the funds currently available as stated herein. Requests should be made no more frequently than monthly.

Payments by Reimbursement: Requests for payments by reimbursement will be submitted to the payment office via DELPHI eInvoicing System. When requesting reimbursement of costs incurred and credit for cost share incurred, the Recipient will submit supporting cost detail electronically with the SF 270, Request for Advance or Reimbursement (or SF 271, Outlay Report and Request for Reimbursement for Construction Programs), to clearly document all costs incurred. Cost detail includes a detailed breakout of all costs incurred including direct labor, indirect costs, other direct costs, travel, etc. Identify the Federal share and the Recipient's cost share portions as applicable.

The Agreement Officer/Specialist (AO/AS) reserves the right to withhold processing requests for reimbursement until sufficient detail is received. In addition, reimbursement will not be made without Agreement Officer's Representatives (AOTR) review and approval to ensure that progress on the Agreement is sufficient to substantiate payment. After AOTR approval, the AO/AS will certify and forward the request for reimbursement to the payment office via DELPHI eInvoicing System.

Advance Payments: Approved Advance Payments will be processed via MARKVIEW. Instructions for the use of MARKVIEW will be provided after the Advance Payment is approved. Advance Payments will NOT be processed using the DELPHI eInvoicing System. Recipients may be paid in advance, provided they maintain or demonstrate the willingness to maintain the following in accordance with 49 CFR Part 18 or Part 19 as applicable: (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.

DELPHI eInvoicing System Registration and Information

The Recipient must have Internet access to register and use the DELPHI eInvoicing System. Prompt registration for DELPHI eInvoicing System is important in order to reduce the possibility of delayed payments.

All persons accessing the DELPHI eInvoicing System will be required to have their own unique user ID and password. It is not possible to have a generic ID and password for a Recipient.

To register for DELPHI eInvoicing System Recipients must eAuthenticate and activate an account by contacting their AO/AS and providing the **full name, title, phone number and e-mail address for the appropriate point(s) of contact (POC) who will submit payment requests**. Within two weeks the POC should receive an invite to sign up for the system. The POC will also receive a form to verify their identity. The POC must complete the form, and present it to a Notary Public for verification. The POC will return the notarized form to:

DOT Enterprise Service Center
FAA Accounts Payable, AMZ-100
PO Box 25710
Oklahoma City, OK 73125

When the form is received and validated the Recipient POC will receive a unique user ID and password via e-mail. POCs should contact their AO/AS with any changes to their system information.

A tutorial for the eAuthentication and account activation process can be found here:
<http://www.dot.gov/cfo/delphi/grant-recipient/eauthentication-user-tutorial-final.ppt>

Recipients registered with other DOT Agencies, such as Federal Aviation Administration or Federal Railroad Administration, must also apply for access with FHWA in order to request payment from FHWA.

The DELPHI eInvoicing website <http://www.dot.gov/cfo/delphi-einvoicing-system.html> provides all training, user guides, Frequently Asked Questions and Help Desk information that a Recipient needs to use the system, including:

- Web-based training at <http://www.dot.gov/cfo/delphi/web-based-training/grant-recipient/lessons/index.html>,
- Desktop User's Manual at <http://www.dot.gov/cfo/delphi/grant-recipient/grant-recipient-desktop-guide-final.pdf>,
- Several Quick Reference Guides (QRGs) at <http://www.dot.gov/cfo/delphi-training-system.html>,
- QRG for Creating a Standard Invoice at <http://www.dot.gov/cfo/delphi/grant-recipient/grant-recipient-qrg-creating-standard-invoice.pdf>,
- QRG for Creating a Credit Memo at <http://www.dot.gov/cfo/delphi/grant-recipient/grant-recipient-qrg-creating-credit-memo.pdf>.

Account Management: The Recipient should contact their AO/AS when POCs have left their organization or are no longer will be submitting invoices, with the **full name, title, phone number, e-mail address, and user ID** of the POC. The user ID will then be removed. If a user ID becomes inactive/times out due no activity, the Recipient should contact their AO/AS with the **full name, title, phone number, e-mail address, and user ID** of the POC to be reactivated. *Note: To prevent being timed out due to no-activity, users should login once within 45 days of their last login.*

Waivers

The Department of Transportation Financial Management officials may, on a case by case basis, waive the requirement to register and use the DELPHI eInvoicing System. Waiver request forms can be obtained on the DELPHI eInvoicing website (<http://www.dot.gov/cfo/delphi-einvoicing-system.html>) or by contacting the AO/AS. Recipients must explain why they are unable to use or access the Internet to register and enter payment requests.

All waiver requests should be sent to:

Director of the Office of Financial Management
US Department of Transportation,
Office of Financial Management B-30, Room W93-431
1200 New Jersey Avenue SE
Washington DC 20590-0001

Or

DOTElectronicInvoicing@dot.gov.

The Director of the DOT Office of Financial Management will confirm or deny the request within approximately 30 days.

If a Recipient is granted a waiver, the Recipient should submit all hard-copy SF 270s (or SF 271) directly to:

DOT/FAA
P.O. Box 268865
Oklahoma City, OK 73125-8865
Attn: **(INSERT AO/AS Name)**

The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for FHWA Recipients.

10. ACKNOWLEDGEMENT OF SUPPORT AND DISCLAIMER

An acknowledgment of U.S. DOT support and a disclaimer must appear in any publication of any material, whether copyrighted or not, based on or developed under the cooperative agreement, in the following terms:

“This material is based upon work supported by the U.S. Department of Transportation under Cooperative Agreement No. DTFH61-13-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 U.S. Department of Transportation."

11. SITE VISITS

The Federal Government, through its authorized representatives, has the right, at all reasonable times, to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by the Federal Government on the premises of the performing organization or a subrecipient under this cooperative agreement, the Performing Organization 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. 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.

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 18 or 49 CFR Part 19, as applicable. 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, as applicable based on recipient or subrecipient type, e.g., For-profit organizations, FAR 31.2; 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.

15. AVAILABLE FUNDING

The total estimated amount of Federal funding that may be provided under this cooperative agreement is \$_____ (to be filled in at award) 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.

16. SYSTEM FOR AWARD MANAGEMENT (SAM)

The Recipient must be registered in the SAM in order to receive payments under this agreement. SAM has replaced the Central Contractor Registry (CCR); previous registrations in CCR have been migrated to SAM. The purpose of SAM to provide is 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, including bank account information. Information for registering in the SAM and online documents can be found at www.sam.gov.

17. KEY PERSONNEL

The Recipient will request prior written approval from the AO for any change in Key Personnel specified in the award. The following person(s) are/have been identified as Key Personnel:

(to be filled in at award)

18. PROGRAM INCOME

Program Income earned during the project period will 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, unless otherwise approved by the Agreement Officer. Program income will not be used to offset the Federal contribution to this project.

19. 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.

20. PRINTING

The Recipient will obtain prior written approval from the AOR to print more than ten copies of any deliverable under this agreement. The Recipient will submit such requests in writing or by email to the AOR, to include specifics on the deliverable, requested printing quantity, and estimated costs for printing.

- 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 <http://www.gpoaccess.gov/stylemanual/browse.html>.

21. DRUG FREE WORKPLACE

The Recipient will comply with Subpart B of 49 CFR Part 32, Governmentwide Requirements for a Drug-Free Workplace (Financial Assistance). See 49 CFR Part 32 for details of the requirement. (Note: 49 CFR Part 32 is available online at <http://www.dot.gov/ost/m60/grant/regs.htm>).

22. DEBARMENT AND SUSPENSION REQUIREMENTS

The Recipient will comply with the 2 CFR Part 180, OMB Guidelines to Agencies on Government Debarment and Suspension (Nonprocurement). Further, the Recipient will flow down this requirement to applicable subawards by including a similar terms or condition in lower-tier covered transactions. See Subpart C within 2 CFR Part 180.300 for details of the requirement.

23. TERMINATION AND SUSPENSION

FHWA may terminate or suspend this agreement, in whole or in part, at any time prior to its expiration date in accordance with 49 CFR Part 18 or Part 19, as applicable. The Recipient may appeal a decision by the U.S. DOT, to terminate or suspend this agreement, in writing to the next level above the Agreement Officer within 30 days after receipt of the decision letter.

24. 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.

25. FINANCIAL ASSISTANCE POLICY TO BAN TEXT MESSAGING WHILE DRIVING

a) Definitions. As used in this clause-

“Driving” - 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. 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 should-

- a. 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.

- b. 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) Subagreements/subcontracts. The Recipient shall insert the substance of this clause, including this paragraph (d), in all subagreement/subcontracts that exceed the micro-purchase threshold.

26. REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUB-AWARDS (2 CFR Part 170, Appendix A)

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 <http://www.fsrs.gov>.
- ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

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

b. Reporting Total Compensation of Recipient Executives.

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

- i. the total Federal funding authorized to date under this award is \$25,000 or more;
- ii. in the preceding fiscal year, you received—
 - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal

Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

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

- i. As part of your registration profile at <http://www.ccr.gov>.
- ii. By the end of the month following the month in which this award is made, and annually thereafter.

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

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you 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 <http://www.sec.gov/answers/execomp.htm>.)

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

- i. To the recipient.
- ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. *Exemptions*

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

- i. Subawards, and
- ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. *Definitions.* For purposes of this award term:

1. *Entity* means all of the following, as defined in 2 CFR part 25:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization;
 - iv. A domestic or foreign for-profit organization;
 - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
2. *Executive* means officers, managing partners, or any other employees in management positions.
3. *Subaward*:
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __ .210 of the attachment to OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations”).
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
4. *Subrecipient* means an entity that:
 - i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - i. *Salary and bonus*.
 - ii. *Awards of stock, stock options, and stock appreciation rights*. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. *Earnings for services under non-equity incentive plans*. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. *Change in pension value*. This is the change in present value of defined benefit and actuarial pension plans.
 - v. *Above-market earnings on deferred compensation which is not tax-qualified*.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

B. REPORTING

1. ADDRESSES FOR SUBMITTAL OF REPORTS AND DOCUMENTS

The Recipient will submit all required reports and documents, under transmittal letter referencing the cooperative agreement number, as follows:

Submit an electronic copy and one hard copy to the Agreement Specialist at the following address:

Federal Highway Administration
Office of Acquisition Management
1200 New Jersey Ave., SE
Mail Stop E65-101
Washington, DC 20590
Attention: Carl Rodriguez

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

Federal Highway Administration
To be filled in at award

Attention: To be filled in at award

2. QUARTERLY PROGRESS REPORT

The Recipient will submit an electronic copy of the SF-PPR, to the AOR 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 period of performance.

<u>Calendar quarters are defined as :</u>	<u>Reports due on or before:</u>
1 st : January – March	April 30 th
2 nd : April – June	July 30 th
3 rd : July – September	October 30 th
4 th : October – December	January 30 th

The quarterly submittal will consist of the SF-PPR cover page and the following required attached information:

In the SF-PPR Block 10. Performance Narrative, (attach additional sheets as necessary) provide 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, subrecipients, etc.) by quarter versus budgeted costs.

In the SF-PPR Block 11, Other Attachments, include the following information as attached pages:

- SF-425, Federal Financial Report, and
- SF-425A, Federal Financial Report Attachment (if applicable).

The SF-PPR and SF-425 forms are available online at
http://www.whitehouse.gov/omb/grants/grants_forms.html.

3. ANNUAL BUDGET REVIEW AND PROGRAM PLAN

The Recipient will submit an electronic copy and one hard copy of the Annual Budget Review and Program Plan to the AOR and one electronic copy and one hard copy to the Agreement Specialist 60 days prior to the anniversary date of this agreement. 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 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 via teleconference or web conference with FHWA to discuss the Annual Budget Review and Program Plan. Work proposed under the Annual Budget Review and Program Plan will not commence until Agreement Officer's written approval is received.

4. ANNUAL PROPERTY REPORT

The Recipient will submit an electronic copy and one hard copy of the SF-428 Tangible Personal Property Report to the AOR and one electronic copy and one hard copy to the Agreement Specialist 60 days prior to the anniversary date of this agreement.

If no property was furnished or acquired during the agreement up to the end date of the reporting period, indicate that information in block 8 of the SF-428. If property was furnished or acquired during the agreement up to the end date of the reporting period, list the property on the SF-428-A and SF-428S forms. Use additional sheets as necessary. Use separate sets of sheets to show Federally owned property and Recipient owned property.

The SF-428 series of forms are available online at
http://www.whitehouse.gov/omb/grants/grants_forms.html.

SECTION VII - AGENCY CONTACT

Address any questions to:
Mr. Carl Rodriguez, Team Leader
Federal Highway Administration
Office of Acquisition Management
Email Carl.Rodriguez@dot.gov
Phone (202) 366-4240.