

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
Attn: Rick Murray, HCFA-32

Funding Opportunity Title: *“Safety Center for Excellence: Rural and Surface Transportation”*

Announcement Type: **This is the initial announcement of this funding opportunity. This is a new requirement, there is no incumbent recipient. All interested parties may apply.**

Funding Opportunity Number: RFA Number DTFH6114RA00008

Catalog of Federal Domestic Assistance (CFDA) Number: 20.200

Dates: RFA Issue Date is March 14, 2014
Application Due Date/Time is April 14, 2014 at 4:00PM Eastern Time (ET)

Pre-Application Webinar: March 20, 2014 from 2:30 to 3:30 (ET), at <https://connectdot.connectsolutions.com/dtfh6114ra00008/>

Direct Questions to: Rick Murray, (202) 366-4250,
rick.murray@dot.gov

Secondary Point of Contact: Carl Rodriguez, (202) 366-4240,
carl.rodriguez@dot.gov

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Attachments

- Attachment A – Estimated Level of Effort – 1 page
- Attachment B – Past Performance Questionnaire – 2 pages

To Download Attachments:

1. Go to www.Grants.gov.
2. Select “Find Grant Opportunities” under “For Applicants” section on left side of webpage.
3. Select “Basic Search.”
4. Search by Funding Opportunity Number: DTFH6114RA00008.
5. Select the Funding Opportunity Titled “*Safety Center for Excellence: Rural and Surface Transportation*”
6. Select “Full Announcement” button in center of page.
7. Download Attachments.

Electronic Information / Resources:

- <http://safety.fhwa.dot.gov/>
- Existing Centers for Excellence:
 - The National Surface Transportation Safety Center for Excellence (NSTSC) <http://www.vti.vt.edu/national/nstsce/>
 - The National Center for Excellence in Rural Safety (CERS) <http://www.ruralsafety.umn.edu/>

Section I - Funding Opportunity Description

A. STATEMENT OF PURPOSE

The Federal Highway Administration (FHWA) hereby requests applications for assistance from all interested parties to result in the award of a Cooperative Agreement (Agreement) to support the establishment and maintenance of a Safety Center for Excellence: Rural and Surface Transportation (Center).

B. LEGISLATIVE AUTHORITY

In 2012, Congress passed The Moving Ahead for Progress in the 21st Century Act (MAP-21) that required the Secretary 'to make grants...to establish and maintain centers for transportation excellence.' [SEC. 52004(7) amends Section 504(h) of Title 23, United States Code]

The goals of a Center established under MAP-21 shall be to promote and support strategic national surface transportation programs and activities relating to the work of State departments of transportation in the areas of environment, surface transportation safety, rural safety, and project finance.

MAP-21 requires the Secretary to competitively select any party performing research or provide technical assistance as a Center for Excellence. The Federal Highway Administration is accepting applications for a cooperative agreement to establish and operate a Safety Center for Excellence: Rural and Surface Transportation.

MAP-21 Section 51001(b) that requires an 80% - 20% cost share would apply to the Safety Center for Excellence: Rural and Surface Transportation so that the awardee would have to provide support for at least 20% of the Center's activity cost. Section 51001(b) reads as follows:

(b) Applicability of Title 23, United States Code.--Funds authorized to be appropriated by subsection (a) shall—

(1) be available for obligation in the same manner as if those funds were apportioned under chapter 1 of title 23, United States Code, except that the Federal share of the cost of a project or activity carried out using those funds shall be 80 percent, unless otherwise expressly provided by this Act (including the amendments by this Act) or otherwise determined by the Secretary; and (2) remain available until expended and not be transferable.

C. BACKGROUND

The Safe, Accountable, Flexible, Efficient, Transportation Equity Act: A Legacy for Users (SAFETEA-LU, Public Law 109-59), enacted in 2005, created the National Surface Transportation Safety Center for Excellence (NSTSCE) and Center for Excellence in Rural Safety (CERS).

MAP-21 continued the focus areas of highway safety – to include rural safety and surface transportation safety – and gave to the Secretary the discretion to create the number of centers necessary to implement 52004(7) of MAP-21. Given the integrated nature of these two goal areas, the Secretary will establish one Safety Center for Excellence that can address both safety goals with an emphasis on rural safety. The National Surface Transportation Safety Center for Excellence (NSTSCE) and The National Center for Excellence in Rural Safety (CERS) will cease operations when their Federal funding ends this year.

To achieve these goals this Safety Center for Excellence : Rural and Surface Transportation, hereinafter referred to as the Center, shall provide technical assistance, information sharing of best practices, and training in the use of tools and decision making processes that can assist States in effectively implementing surface transportation programs, projects, and policies.

The Center will be required to develop a multiyear strategic plan which describes the activities to be undertaken by the Center and how the work of the Center will be coordinated with the activities of the Federal Highway Administration and stakeholders.

D. OBJECTIVE

The primary mission of the Center is to facilitate training and educational exchange, as well as provide technology transfer and deployment to practitioners to improve the overall understanding of roadway safety data and analysis, safety effectiveness evaluations, and investment decision making in the areas of rural safety and surface transportation safety. The focus of the Center is rural road safety for State, local and Tribal road owners and their stakeholders. A secondary and much smaller portion of the Center's mission will be to conduct research supporting rural safety and surface transportation safety. The Center should produce products and create opportunities for State, local and Tribal transportation agencies to make better, more informed decisions about safety as it relates to the roads that they own and operate. The Center's strategic plan of activities and initiatives shall include how the Center will:

1. Coordinate with FHWA safety units (Headquarters, Safety R&D, and Office of Technical Services) to identify what training objectives are most critical for target audiences, and design outreach activities and materials with an emphasis on improving the overall understanding of safety data, analysis, evaluations, and investment decision making;
2. Provide training and education to support transportation professionals in the advancement of evidence-based decision making;
3. Expand the availability, access to and understanding of tools and information required to make data-driven safety decisions;
4. Include a significant focus on rural road safety to address the unique challenges of applying evidence-based decision making for rural roads;
5. Provide for a focused and disciplined approach to address the specific safety data and information needs of State, local and Tribal road owners. For example, access to data, better data, and balance of desired data vs. available data;
6. Identify and engage State, local and Tribal partners who have successful educational efforts for highway and rural road safety to more broadly disseminate advanced transportation safety techniques and innovations in both rural safety areas and urban communities; and

7. Develop and implement a marketing plan for the Center's transportation safety products and services.

E. STATEMENT OF WORK

The purpose of this Agreement between FHWA and the Recipient is to support Tasks that meet the objectives of the Center. The Center will largely provide Training and Education to roadway owners and practitioners to improve rural and surface transportation safety. Opportunities for Technology Transfer and Deployment as well as Research also exist within the Center and will reflect the major needs and gaps in rural safety and surface transportation safety in addition to advancing existing efforts.

Task 1: Administration and Reporting

Task 1 involves the non-technical regular planning, tracking and reporting. The Recipient will engage in the following: a project kick-off meeting, regularly scheduled and as-needed status conference calls, monthly progress reports, and labor/cost/expenditure tracking and invoicing.

Task 1A: The Recipient shall schedule and facilitate a project kick-off meeting with FHWA and the Center's Director and key staff within 4 weeks of the Agreement's effective date. The location of the kick-off meeting will be determined at the Agreement effective date.

Task 1B: The Recipient shall furnish an electronic copy of progress reports, on a basis not less frequent than monthly, to the Agreement Officer's Representative (AOR) and the Technical Manager (AOTM) on or before the 15th of the next month in accordance with the instructions in Section VI, item B.2. MONTHLY PROGRESS REPORTS. Each report shall contain concise statements covering the activities relevant to the statement of work including, but not limited to:

- a) A clear and complete account of the work performed during the period.
- b) An outline of the work to be accomplished during the next reporting period.
- c) A description of any problem encountered or anticipated that will affect the completion of the work within the time and fiscal constraints as set forth in the contract, together with recommended solutions to such problems.
- d) Preliminary or interim results, conclusions, trends, or other items of information that may be of timely interest to the FHWA.
- e) A comparison of current and completed activities against planned schedule of activities.
- f) A tabulation of the current and cumulative labor expended by the personnel, compared against planned labor expenditures.
- g) A tabulation of the current (month) and cumulative costs expended by cost element (labor, travel, indirect costs, subcontractors, etc.) versus budgeted costs, for the Federal share and the cost share.

Task 1C: The Recipient shall facilitate monthly conference calls with FHWA to discuss the status of the projects and products of the Center.

Task 1 Deliverables: Kick-Off Meeting Agenda and Minutes, Facilitation of Monthly Calls, Conference Call Notes/Summaries (as performed), Monthly Progress Reports

Task 2: Center Strategic Plan

Task 2 includes the establishment of the Center and the preparation of a four-year Strategic Plan for the Center.

Task 2A: The Recipient shall establish the Center within 8 weeks of the Agreement effective date. This shall include but is not limited to:

1. Developing, Hosting and Maintaining a Center Website
2. Initiate population of the Website

Task 2B: The Recipient shall finalize a four-year Strategic Plan for FHWA's approval process. Starting with the proposed four-year Strategic Plan submitted as part of the Recipient's application, revise based on discussions and comments provided during the Kick-off meeting. The Strategic Plan shall include all activities that the Center is anticipated to engage in to meet the objectives and mission of the Center as defined within this document.

The REVISED four-year Strategic Plan shall be submitted to FHWA for review and comment within eight (8) weeks of the Agreement effective date. FHWA will provide comments within 3 weeks of receipt. The FINAL four-year Strategic Plan shall be submitted for FHWA approval within 3 weeks of receipt of FHWA's comments.

The four-year Strategic Plan shall be updated on an annual basis as necessary and agreed upon by the Center Director and FHWA. The submittals will follow the same FHWA approval process as stated above for the original submittal.

Task 2 Deliverables: Revised and Final Strategic Plan, Update(s) to Strategic Plan

Task 3: Assessment of Existing Rural Safety and Surface Transportation Projects

Task 3 involves identification and assessment of the existing and current rural and surface transportation safety projects related to the mission of the Center and focused on training and education. The purpose of this Task will be to prevent duplicative efforts; identify gaps in training, education, and research; catalogue resources and material already available, and provide a basis for Center projects that advance and accelerate current undertakings.

Sources of information (reports, data, research papers, practices, etc.) related to Rural Safety and Surface Transportation Safety will include FHWA (Office of Safety, Safety Research and Development, Resource Center, Technology Partnership Programs, National Highway Institute), state departments of transportation, Local Technical Assistance Program (LTAP) and Tribal Technical Assistance Program (TTAP) Centers, National Local Technical Assistance Program Association Clearinghouse, the existing National Surface Transportation Safety Center for Excellence (NSTSCE) and the Center for Excellence in Rural Safety (CERS), Transportation Research Board (TRB) (Committees, sub-committees, NCHRP projects), American Traffic Safety Services Association (ATSSA), University Transportation Centers (Safety), State Local Road Research Boards, National Association of County Engineers (NACE), National

Association of City Transportation Officials (NACTO), and other noteworthy Rural and Surface Transportation Sources.

Task 3A: The Recipient shall prepare a White Paper, no longer than 50 pages¹, identifying, assessing, and summarizing the significant rural safety and surface transportation safety projects and practices. The White Paper shall serve as a synthesis of existing work in these areas with all relevant references cited².

A DRAFT White Paper shall be submitted within 12 weeks of the Agreement effective date for FHWA review and comment. FHWA will provide comments within 3 weeks of receipt. The FINAL White Paper shall be submitted within 2 weeks of receipt of FHWA's comments.

Task 3B: The Recipient shall update the White Paper from Task 3A once with an addendum for any new relevant projects or efforts that start subsequent to the original White Paper.

A DRAFT Addendum to the White Paper will take place during Option Year 3 and shall be submitted to FHWA for review and comments no later than 30 months after the Agreement effective date. FHWA will provide comments within 2 weeks of the submittal. The FINAL Addendum to the White Paper shall be within 2 weeks of receipt of FHWA's comments.

Task 3 Deliverables: DRAFT White Paper(s), Final White Paper(s), DRAFT Addendum, Final Addendum

Task 4: Collaboration with Stakeholders

Task 4 includes outreach to relevant Stakeholders and the assembly of a Safety Stakeholder group, comprised of approximately five transportation safety experts representing the diversity of the profession (Note: Only one person per agency will be allowed). The purpose of the Safety Stakeholder group will be to advise the Center of on-going efforts of interest within their domain as well as participate in work sessions discussing cutting edge and emerging issues and potential gaps that are relevant to the Center's Mission and success in the advancement of rural safety and surface transportation safety.

The Center, in consultation with FHWA, shall identify potential individuals that will be invited, on a volunteer basis, to be a part of a Safety Stakeholder group. Potential candidates may be members of relevant TRB and American Association of State Highway Transportation Officials (AASHTO) Committees, NLTAPA (LTAP/TTAP), NACE, NACTO, American Public Works Association (APWA), Metropolitan Planning Organizations (MPOs), Regional Planning Associations (RPAs), Rural Transportation Planning Originations (RPOs) and other partners as appropriate. This Safety Stakeholder group will be consulted through the life of the Center and will be convened for one (1) face to face working session and one virtual working session during the Base Year of the Center and at least two virtual working sessions in each Option Year.

¹ A page is defined as one side of an 8 ½ by 11 inch sheet of paper. Text will be double spaced and printed using a font size of no less than 12 cpi. Page margins will be a minimum of one inch top, bottom and each side.

² Include customary bibliographic citation, including author attribution, date and article title

(Note: If replacement experts are needed during the life of the project the Center and FHWA must approve the replacements.)

The Center shall provide logistical support to FHWA in preparing working sessions with the Safety Stakeholder group, such as, meeting invitations and facilitation, correspondence between Center and Stakeholders, meeting agendas and minutes, and if applicable, facilitating travel accommodations for participants. The Center may pay for travel (flights, hotels, limited rental cars, and per diem) for the Safety Stakeholders as appropriate. In no case shall the pay for travel of any federal employees.

A list of Stakeholders and a list of potential candidates for the Safety Stakeholder group will be submitted by the Recipient within eight (8) weeks of the Agreement effective date for consideration by FHWA and discussion at the Kick-Off meeting scheduled in Task 1. A proposed schedule of meeting dates with the Safety Stakeholder group for Year 1 shall be provided within 12 weeks of the Agreement effective date. The face to face working session with the Stakeholders shall be held within 16 weeks of the Agreement effective date. The recipient will facilitate the session, take minutes and prepare and disseminate minutes.

An estimated schedule for the Virtual Stakeholder meetings are as follows:

1. Virtual Stakeholder Work Session 1 (Base Year) - Within 10 months of the Agreement effective date
2. Virtual Stakeholder Work Session 2 (Option Year 1) – Date To Be Determined
3. Virtual Stakeholder Work Session 3 (Option Year 1) – Within 22 months of the Agreement effective date
4. Virtual Stakeholder Work Session 4 (Option Year 2) - Date To Be Determined
5. Virtual Stakeholder Work Session 5 (Option Year 2) - Within 34 months of the Agreement effective date
6. Virtual Stakeholder Work Session 6 (Option Year 3) - Date To Be Determined
7. Virtual Stakeholder Work Session 7 (Option Year 3) - Within 46 months of the Agreement effective date

Meeting agenda for the Virtual Stakeholder Workshops shall be submitted to FHWA for review and comments two (2) week prior the meetings. The meeting agenda shall be sent to the Stakeholders at least one (1) week prior to the meeting date. The schedule for meeting dates for the Option years shall be submitted to FHWA for approval under Task 5

Task 4 Deliverables: List of Stakeholders, list of potential Safety Stakeholder group membership, Estimated schedule of meeting date(s), Meeting agendas and meeting minutes

Task 5: Annual Project and Product Plans

Task 5 will include the development of a proposed ‘Project and Product’ Plan, hereinafter referred to as the Plan, on an annual basis using the required Strategic Plan as its foundation. The Plan shall include proposed Training and Education, Technology Transfer and Deployment, and Research Projects, Initiatives and Products. The Center shall submit a list of proposed projects and products to the AOTR for consideration, and if warranted, advancement of ongoing

efforts. The proposed list shall include the need, scope, learning outcomes, audience, level of effort, project costs (including travel), and project evaluation metrics. The Plan will be submitted to FHWA for approval. Potential Center activities and products to be considered include, but are not limited to, the following:

1. Webinars
2. Peer Exchanges
3. Community of Practice support
4. Synthesis of research and other information
5. Surveys (Note: Some surveys may require OMB approval which can take about 6 to 8 months. These will be handled on a case by case basis.)
6. Case Studies
7. Research Projects
8. Presentations at live and virtual meetings
9. Videos
10. Handbooks
11. Decision support tools
12. Training curriculum

Task 5.A: The DRAFT Base Year (Year 1) Plan should be submitted to FHWA for review and comments within eight (8) weeks of the Agreement effective date. FHWA will provide comments within 11 weeks of the Agreement date. The FINAL Base Year Plan shall be submitted for FHWA approval within 14 weeks of the Agreement date.

Task 5.B: The DRAFT Option Year 1 (Year 2) Plan shall be submitted to FHWA for review and comment within 10 months of the Agreement effective date. FHWA will provide comments within 2 weeks of the submittal date. The FINAL Option Year 1 Plan shall be submitted to FHWA for approval within 11 months of the Agreement date and will be considered as part of the evaluation of the Center at the end of the Base Year (Year 1) to determine continuation of funding for the following year.

Task 5.C: The DRAFT Option Year 2 (Year 3) Plan shall be submitted to FHWA for review and comment within 22 months of the Agreement effective date. FHWA will provide comments within 2 weeks of the submittal date. The FINAL Option Year 2 Plan shall be submitted to FHWA for approval within 2 weeks or receipt of FHWA's comments date and will be considered as part of the evaluation of the Center at the end of Option Year 1 to determine continuation of funding for the following year.

Task 5.D: The DRAFT Option Year 3 (Year 4) Plan shall be submitted to FHWA for review and comment within 34 months of the Agreement effective date. FHWA will provide comments within 2 weeks of the submittal date. The FINAL Option Year 3 Plan shall be submitted to FHWA for approval within 2 weeks or receipt of FHWA's comments date and will be considered as part of the evaluation of the Center at the end of Option Year 2 to determine continuation of funding for the following year.

Task 5 Deliverables: DRAFT Project and Product Plans, FINAL Project and Product Plans

Task 6: Training and Education

Task 6 includes all work related to Training and Education as approved in Task 5: Annual Project and Product Plans. Traditionally, training can be viewed as efforts to teach a skill or provide knowledge to make an individual qualified or proficient in a defined area, and is often thought of as a defined event that can be consistently repeated with an agenda that transfers needed knowledge to perform an activity. Also, training typically is thought of as having learning objectives that the recipient could demonstrate upon completion.

Task 6.A.: The Recipient shall provide a Training and Education program related to rural safety and surface transportation that includes development of course work and its delivery, and supports workforce development activities and programs to expand the knowledge and abilities of the transportation workforce in the area of rural safety and surface transportation safety. All training materials shall meet the National Highway Institutes (NHI) adult learning guidelines. http://www.nhi.fhwa.dot.gov/about/nhi_philosophy.aspx

The Recipient shall document all work as a part of the monthly progress report(s) in Task 1.

Task 6.B. The Recipient shall prepare an annual summary of the Training and Education projects and products including the number of deliveries, number of workshops, number of participants, hours of training, costs per person trained, employers of participants, summary of evaluations, results generated from the endeavors (i.e. requests for more training, implementations of technologies presented).

Subtask 6.B.1: The DRAFT Base Year (Year 1) Summary shall be submitted to FHWA for review and comments within 10 months of the Agreement effective date. FHWA will provide comments within 2 weeks of the submittal date. The FINAL Base Year (Year 1) Summary shall be submitted to FHWA for approval within 2 weeks of receipt of FHWA's comments and will be considered as part of the evaluation of the Center at the end of the Base Year (Year 1) to determine continuation of funding for Option Year 1 (Year 2).

Subtask 6.B.2: The DRAFT Option Year 1 (Year 2) Summary shall be submitted to FHWA for review and comments within 22 months of the Agreement effective date. FHWA will provide comments within 2 weeks of the submittal date. The FINAL Option Year 1 (Year 2) Summary shall be submitted to FHWA for approval within 2 weeks of receipt of FHWA's comments and will be considered as part of the evaluation of the Center at the end of the Option Year 1 (Year 2) to determine continuation of funding for Option Year 2 (Year 3).

Subtask 6.B.3: The DRAFT Option Year 2 (Year 3) Summary shall be submitted to FHWA for review and comments within 34 months of the Agreement effective date. FHWA will provide comments within 2 weeks of the submittal date. The FINAL Option Year 2 (Year 3) Summary shall be submitted to FHWA for approval within 2 weeks of receipt of FHWA's comments and will be considered as part of the evaluation of the Center at the end of the Option Year 2 (Year 3) to determine continuation of funding for Option Year 3 (Year 4).

Subtask 6.B.4: The DRAFT Option Year 3 (Year 4) Summary shall be submitted to FHWA for review and comments within 46 months of the Agreement effective date. FHWA will provide

comments within 2 weeks of the submittal date. The FINAL Option Year 3 (Year 4) Summary shall be submitted to FHWA for approval within 2 weeks of receipt of FHWA's comments and will be considered as part of the evaluation of the Center at the end of Option Year 3 (Year 4).

Task 6 Deliverables: Status and evaluation of all work shall be documented as a part of the monthly progress reports as detailed in Task 1; Yearly DRAFT Summary Report, Yearly FINAL Summary Report

Task 7: Technology Transfer and Deployment

Task 7 shall include all work related to Technology Transfer and Deployment as approved in Task 5: Annual Project and Product Plan(s). This Task shall include dissemination (i.e. Peer Exchanges, Demonstration Projects) of rural and surface transportation safety research results and best practices available to potential users in a form that can be implemented in a timely manner. The work shall demonstrate and promote state-of-the-art/practice technologies, elevated performance standards, and new business practices and processes that result in improved safety, quality and user satisfaction.

Task 7.A: The Recipient shall deliver an ongoing program of Technology Transfer and Deployment that increases the reach and disseminates knowledge and implementation of rural and surface transportation safety practices. All work shall be documented as a part of the monthly progress report in Task 1.

Task 7.B: The Recipient shall prepare an annual summary of the Technology Transfer and Deployment efforts including the types of technologies deployed, who they were deployed to, number of workshops, hours of T2/Deployment activities, number of participants, costs of deployment per participant, summary of evaluations, results generated from deployment (i.e. requests for more training, implementations of technologies presented, changes in policies).

Subtask 7.B.1: The DRAFT Base Year (Year 1) Summary shall be submitted to FHWA for review and comments within 10 months of the Agreement effective date. FHWA will provide comments within 2 weeks of the submittal date. The FINAL Base Year (Year 1) Summary shall be submitted to FHWA for approval within 2 weeks of receipt of FHWA's comments and will be considered as part of the evaluation of the Center at the end of the Base Year (Year 1) to determine continuation of funding for Option Year 1 (Year 2).

Subtask 7.B.2: The DRAFT Option Year 1 (Year 2) Summary shall be submitted to FHWA for review and comments within 22 months of the Agreement effective date. FHWA will provide comments within 2 weeks of the submittal date. The FINAL Option Year 1 (Year 2) Summary shall be submitted to FHWA for approval within 2 weeks of receipt of FHWA's comments and will be considered as part of the evaluation of the Center at the end of the Option Year 1 (Year 2) to determine continuation of funding for Option Year 2 (Year 3).

Subtask 7.B.3: The DRAFT Option Year 2 (Year 3) Summary shall be submitted to FHWA for review and comments within 34 months of the Agreement effective date. FHWA will provide comments within 2 weeks of the submittal date. The FINAL Option Year 2 (Year 3) Summary shall be submitted to FHWA for approval within 2 weeks of receipt of FHWA's comments and

will be considered as part of the evaluation of the Center at the end of the Option Year 2 (Year 3) to determine continuation of funding for Option Year 3 (Year 4).

Subtask 7.B.4: The DRAFT Option Year 3 (Year 4) Summary shall be submitted to FHWA for review and comments within 46 months of the Agreement effective date. FHWA will provide comments within 2 weeks of the submittal date. The FINAL Option Year 3 (Year 4) Summary shall be submitted to FHWA for approval within 2 weeks of receipt of FHWA's comments and will be considered as part of the evaluation of the Center at the end of Option Year 3 (Year 4).

Task 7 Deliverables: Status and evaluation of all work shall be documented as a part of the monthly progress reports as detailed in Task 1; Yearly DRAFT Summary Reports, Yearly FINAL Summary Reports

Task 8: Research Projects

Task 8 shall include conducting research on projects identified within Tasks 2 and approved in Task 5. The Recipient shall conduct applied safety research, the products of which are judged by peers or other experts in the field of rural safety and surface transportation safety to advance the body of knowledge in safety. Research projects may include literature reviews, data collection, development of methodology, data analyses, presentation of results and recommendations, documentation and dissemination (i.e. Presentations at professional conferences, webinars, etc.) of findings and other pertinent research tasks deemed necessary for the particular project.

Subtask 8.A: Quarterly and Interim Reports for Research

The Recipient shall submit quarterly reports for each approved research project as well as interim reports for each approved research project. All reports will be reviewed and comments provided by FHWA. The FHWA review process (i.e. submit, review/comment, revise, submit for approval) will be established for each project similar to the review process used elsewhere in this Agreement. Exact dates for submittals will be determined once a project is approved by FHWA.

Subtask 8.B: Final Reports for Research

Final reports for each approved research project shall document all task-specific evaluation activities, analyses and findings, including appropriate statistical summaries (means, variances, and percentiles) and the data collected and an implementation plan. The Recipient shall prepare a DRAFT Final Report for FHWA review and comment and a FINAL Final Research Report shall be submitted for approval. The FHWA review process (i.e. submit, review/comment, revise, submit for approval) will be established for each project similar to the review process used elsewhere in this Agreement. Exact dates for submittals will be determined once a project is approved by FHWA.

The report shall contain appropriate text and figures, and would likely follow an outline similar to the following:

1. Introduction

2. Literature Review
3. Methodology
4. Data Collection and Analysis
5. Results and Recommendations
6. Implementation Plan
7. Summary and Conclusions
8. References

Subtask 8.C: Technical Summaries

The Recipient shall prepare Technical Summaries for each approved research project upon completion and approval of the final research report. The Technical Summary shall include a succinct description of the research scope, methodology, findings and recommendations. Draft Technical Summaries shall be submitted for FHWA review prior to completion of the Final Technical Summary. The FHWA review process (i.e. submit, review/comment, revise, submit for approval) will be established for each project similar to the review process used elsewhere in this Agreement. Exact dates for submittals will be determined once a project is approved by FHWA.

Technical summaries should be approximately 4-6 pages³ in length, suitable for distribution to practitioners at meetings and conferences. The technical summary shall be prepared in a manner that is consistent with other FHWA technical summaries and briefs (An example is shown at <http://www.fhwa.dot.gov/publications/research/safety/10047/10047.pdf>).

Subtask 8.D: Outreach Materials

The Recipient shall prepare a PowerPoint presentation with speaker notes summarizing the research that is suitable for delivery by LTAP/TTAP Centers, and FHWA field staff. The content of the PowerPoint presentation shall be suitable for all experience levels of transportation professionals and practitioners. The outreach materials shall consist of PowerPoint slide presentations, with detailed speaker notes, sufficient for 15 to 20 minute duration. The Center shall make extensive use of open domain photos and graphics to make the salient points. An example of the format and content of similar presentations can be found at <http://safety.fhwa.dot.gov/intersection/roundabouts/fhwasa10006/ppt/>.

The FHWA review process (i.e. submit, review/comment, revise, submit for approval) will be established for each project similar to the review process used elsewhere in this Agreement. Exact dates for submittals will be determined once a project is approved by FHWA.

Task 8 Deliverables: Quarterly Research Reports, DRAFT Final Report, Final Report, DRAFT Technical Summaries, FINAL Technical Summaries, DRAFT Outreach Materials, FINAL Outreach Materials

³ A page in this context is defined as one side of an 8 ½ by 11 inch sheet of paper, single spaces, with a font size no smaller than 12 cpi, and one inch margins top, bottom and sides.

Task 9: Develop a Marketing Plan

Task 9 shall include the development a marketing plan for all of training, education, research and other projects that the Center shall conduct. The Recipient shall consider the specificity of the training and address this as appropriate in the plan. The marketing plan shall include: audience contacts, formats, frequency, key messages, timeline, events, and responsibilities. Consideration should be given to use the Internet, Social Media, as well as the traditional methods of marketing at meetings and conferences. The Marketing Plan will be used by FHWA and the Center for implementation.

Subtask 9.A: A DRAFT Marketing Plan shall be provided to FHWA for review and comment within 6 months of the Agreement effective date. FHWA will submit comments within 7 months. A FINAL Marketing Plan shall be submitted to FHWA for approval within 8 months of the Agreement effective date.

Subtask 9.B: An DRAFT Marketing Plan Update shall be submitted to FHWA for review and comment within 30 months of the Agreement effective date. FHWA will provide comments within 31 months of the Agreement effective date. A FINAL Marketing Plan Update shall be submitted to FHWA for approval within 32 months of the Project Agreement Date.

Task 9 Deliverables: DRAFT Marketing Plan, FINAL Marketing Plan, DRAFT Marketing Plan Update in Year 3, FINAL Marketing Plan Update

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.

Accessibility Requirements: Section 508 of the Rehabilitation Act of 1973

All 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 and the Federal IT Accessibility Initiative Home Page (<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 will 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 will allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.

Draft documents developed under this Agreement will be delivered as electronic files compatible with Microsoft Word 2000, or verified to be error free when read using Microsoft Word 2000 and Adobe PDF formats. Any other electronic format will receive prior approval from the AOR. With prior approval of the AOR, artwork or graphics not embedded in the electronic (MS Word) document may be submitted in camera ready format. Deliverables must follow the Turner Fairbanks Highway Research Center (TFHRC) [Communications Reference Guide \(http://www.fhwa.dot.gov/publications/research/general/03074/index.cfm\)](http://www.fhwa.dot.gov/publications/research/general/03074/index.cfm) unless otherwise indicate in this scope of work.

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

1194, which implements Section 508 of the Rehabilitation Act of 1973, as amended, is at <http://www.access-board.gov/sec508/guide/index.htm>.

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

SECTION II – AWARD INFORMATION

A. FUNDING

The FHWA anticipates Federal funding up to a total amount of \$3,862,664 may be made available for this Agreement. Available funding for the Base Period is \$965,666. Option Period 1 and Option Period 2 and Option Period 3 are subject to the availability of funds. The FHWA anticipates the following schedule for this funding:

	Federal Share	Min Cost Share
Base Period (12-months)	\$965,666.00	\$241,416.50
Option Period 1 (12-months)	\$965,666.00	\$241,416.50
Option Period 2 (12-months)	\$965,666.00	\$241,416.50
Option Period 3 (12-months)	\$965,666.00	\$241,416.50
TOTAL SHARES	\$3,862,664.00	\$965,666.00
TOTAL PROJECT	\$4,828,330.00	

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

C. PERIOD OF PERFORMANCE

The period of performance for this agreement will be a maximum duration of 48 months, commencing from the effective date of the agreement. The period of performance will consist of one 12-month Base period, with up to three (3) 12-month Option periods.

FHWA anticipates the effective date of this agreement will be on or about July1, 2014.

C. TYPE AND NUMBER OF AWARDS ANTICIPATED

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

D. DEGREE OF FEDERAL INVOLVEMENT

The FHWA will provide general direction and guidance to the Center to ensure all of the undertakings of the Center align with its’ Mission and the greatest needs and gaps in the area of rural safety and surface transportation safety as well as reduce any overlap with ongoing and future FHWA and other Stakeholder efforts. Work cannot be initiated without FHWA’s approval / concurrence.

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

- Technical assistance and guidance to Center staff, collaboration with the Stakeholder Group;
- Close monitoring of performance;
- Involvement in technical decisions; and

- Participation in status meetings including kick off meeting and annual technical and budget reviews.

SECTION III - ELIGIBILITY INFORMATION

A. ELIGIBLE APPLICANTS

This Request for Applications is open to all interested parties.

B. COST SHARING OR MATCHING

MAP-21 Section 51001(b) that requires an 80-20 cost share would apply to the Center. The Recipient shall provide support for at least 20% of the Center's activity cost.

Section 51001(b) reads as follows:

(b) Applicability of Title 23, United States Code.--Funds authorized to be appropriated by subsection (a) shall—

(1) be available for obligation in the same manner as if those funds were apportioned under chapter 1 of title 23, United States Code, except that the Federal share of the cost of a project or activity carried out using those funds shall be 80 percent, unless otherwise expressly provided by this Act (including the amendments by this Act) or otherwise determined by the Secretary; and (2) remain available until expended and not be transferable

For details on costs eligible to satisfy cost share requirements, see 49 CFR Part 19.23 or 49 CFR Part 18.24 as applicable.

<http://www.dot.gov/ost/m60/grant/49cfr19.htm#19.23>.

<http://www.dot.gov/ost/m60/grant/49cfr18.htm#18.24>.

Note: Cost sharing contributions will not consist of funds or costs paid by the Federal Government under another award, except where specifically authorized by Federal statute to be used for cost sharing or matching. Only funds expended after the effective date of the award will be eligible for consideration as cost share.

The matching requirements will be monitored by FHWA over the life of this effort. At the conclusion of the agreement, FHWA will determine whether the cost sharing percent matching requirement has been achieved. The Recipient must ensure a clear audit trail of the matching share costs and in-kind contributions over the life of the agreement.

NOTE: See Section IV for the documentation necessary to support the proposed cost-share.

SECTION IV – APPLICATION AND SUBMISSION INFORMATION

A. APPLICATION FORMS

Applicants shall complete all forms referenced in this Request for Applications (RFA) package.

B. CONTENT AND FORM OF APPLICATION SUBMISSION

Note: *An application under this RFA is 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, and 13 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, 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 Forms
- 1) **Volume 1 – Technical Application** as described below – 50 double spaced pages limit
 - Part I – Technical and Management Approach
 - Part II – Staffing Approach (resumes are not included in the pages limitation)
 - Part III – Experience
 - Part IV – Past Performance
 - 2) **Volume 2 – Budget Application** as described below - no page limit
 - Part I – Cost/Cost Share Information and Other Financial Information

Submit your application in the following format.

Volume 1 - Technical Application

The technical application shall be limited to 50 pages – double spaced.

Note: In the event the technical application exceeds the 50-page (double spaced) limitation, the Government will evaluate only the first 50 pages of the application.

- 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 a font size no less than 12 cpi.
- Page margins will be a minimum of 1 inch top, bottom and each side.
- No cost/price data will be included in Volume I, but should be in Volume II.

Technical applications must contain:

Part I - Technical and Management Approach:

The application shall include a program narrative statement that outlines the technical and management approach. It should describe in detail how you would proceed if awarded this Agreement and how you propose to meet the program objectives. The application shall also serve as the foundation for the Recipient's required Strategic Plan for the Center. All the items listed below should be addressed clearly and completely. In addition, since the Center addresses both rural and surface transportation safety, make it clear how your responses relate to one or both areas. The program narrative should also address the following areas:

1.a. Understanding Problem and Need for the Center

It is critical that Recipient has a demonstrated knowledge and comprehension (depth and breadth) of the Problems and Needs for the Center. The Applicant should discuss the importance and need of the Center in improving the knowledge of rural and surface transportation safety, in their own words.

1.b. Center's Core Tasks

1.b.1 Training and Education

Training and Education efforts should contribute to and result in the development of a transportation safety workforce that is prepared to design, deploy, operate, and maintain the diverse transportation systems of the future in a safest manner possible. The topics should include notable practices as well as cutting edge technologies and the products should be repeatable and in accordance with National Highway Institute adult learning standards. The most beneficial products will be those that are implementable in the current environment. In describing the Center's planned training and education activities, you must provide the following information:

- Describe your understanding of current educational efforts and gaps related to rural and surface transportation safety.
- Describe your experience, including key staff members, conducting safety and safety related training and education efforts, with a focus that was data driven in the rural environment.
- Describe the potential topics for seminars, workshops and/or training courses with justification you will offer and the target audience(s) learning objectives, number (per year) and type format of dissemination (i.e. Web based, face to face).

- Describe the outreach and educational activities you propose to undertake to improve the workforce expertise in the area of roadway safety
- Describe how the Center will engage state, regional and local agencies, to embrace and conduct (or host) transportation safety training and education and to use Center's training and educational opportunities.
- Describe how the Center will initiate the development and support the institutionalization of the safety culture in the rural and surface transportation workforce and associated stakeholders.
- Describe how the Center will glean knowledge and initiatives for noteworthy safety practices.
- State the performance metrics that you will use to measure the effectiveness of these training and educational efforts and how you will obtain the information to populate these metrics.

1.b.2 Technology Transfer and Deployment

The Center must include an ongoing program of technology transfer and deployment to make research results available for state and local government agencies as well as transportation professionals in a form that can be implemented. In this section, the applicant must describe the technology transfer and deployment activities they will undertake to ensure the handoff of information and technology to those who can use it, especially current transportation practitioners. The applicant should also provide examples of your prior experience in outreach, dissemination, and technology transfer related to transportation safety education and research.

- Describe your planned activities and prior experience, including key staff, conducting safety-related technology transfer and deployment activities, such as:
 - Partnerships across sectors, with private enterprise or state and local government, to move research into practice;
 - Documentation of lessons learned and proposed improvements as a result;
 - Technical assistance to others who might take leadership in applying research results;
 - Information exchanges, such as Peer Exchanges and including new or social media campaigns and activities;
 - Experience conducting transportation demonstration projects for select countermeasures (Low cost countermeasures; Every Day Counts initiatives; etc.) and data collection and monitoring practices.
 - Visibility and participation in professional organizations who work in the area of rural safety and surface transportation safety, including but not limited to Transportation Research Board (TRB), American Association of State Highway Transportation Officials (AASHTO), National Association of County Engineers (NACE), National Local Technical Assistance Program Association (NLTAPA), and Institute of Transportation Engineers (ITE);
 - Use of peer reviewed journals or academic publications to showcase research results.
- State the performance metrics that you will use to measure the effectiveness of outreach efforts, including how you will obtain the information to track these outcomes for reporting purposes to FHWA.

1.b.3 Research

Use the following examples to illustrate your knowledge and expertise in this area.

- Provide an overview of your organization's research capabilities, and demonstrate how these will be effectively used for the areas of rural safety and surface transportation safety.
- Describe the key research activities that you could undertake and demonstrate your capability and experience to carry out these activities and achieve the objectives of the Center.
- Describe the research resources already available with which you may conduct research, including dedicated laboratory space, specialized computer or other technical equipment; support personnel with particular knowledge of transportation research needs and data needs and sources that will be necessary to accomplish objectives of the research.
- Provide details on whether your proposed research activities are a continuation of existing research projects and programs.
- Provide examples of research conducted by Center staff that have been included in peer-reviewed journals, publications, and conferences.
- Describe your understanding of the current research efforts in the area of transportation safety being conducted by agencies and organizations such as FHWA, Transportation Research Board, and University Transportation Centers with a transportation safety emphasis.
- State the performance metrics you will use to assess your performance in meeting your research goals and how that information will be disseminated to state and local agencies.

1.c. Leadership

Describe your plans for providing and fostering leadership in the training and educational efforts related to rural safety and surface transportation safety and advancing transportation expertise and technology. Provide examples of:

- Your experience in each local, regional, state, national and international arenas of transportation safety training, education and research;
- Your experience in contributing to the solution of local, state and national transportation problems where performance measures were determined and progress against them was analyzed.

1.d. Collaboration

Describe how the Center Director and key Center staff have contributed to collaborative efforts related to rural safety and surface transportation safety and how the Center will specifically facilitate collaboration to form substantial and effective partnerships with public and private entities, in order to advance transportation safety expertise. Provide examples of:

- Your prior experience forming collaborative relationships related to transportation safety, including the outcomes of these relationships.

- Establishing collaborative relationships and linking research, education, workforce development, and technology transfer activities among collaborative partners.
- Developing collaborations with other entities, including private sector concerns, other public sector organizations at all levels of government, and non-profit institutions. For example, FHWA, state DOTs, American Association of State Highway and Transportation Officials (AASHTO), the Transportation Research Board (TRB), and the National Local Technical Assistance Program Association (NLTA), the National Association of County Engineers (NACE), and University Transportation Centers (UTC)
- Describe the performance metrics that you will use to measure the effectiveness of collaborative efforts and how you will obtain the information to track these outcomes.

1.e. Marketing

Describe your plans for developing and implementing a strong and efficient plan to market the Centers programs, projects, and activities. Provide examples of:

- Similar marketing plans you have developed and implemented;
- Possible key elements to be included in the Center's marketing plan;
- Describe the performance metrics that have used and will use to measure the effectiveness of previous marketing plans and how you will obtain the information to track these outcomes.

Part II - Staffing Approach:

2a. Center Director and Key Staff

The Center Director is the person responsible for ensuring compliance with all requirements and is expected to represent the Center at FHWA meetings and events. In this section, name the individual who will lead the Center and the key staff who will support the Center Director in accomplishing the goals of the Center. For purposes of management and oversight, FHWA requires one single person be identified as Center Director.

- Briefly discuss the qualifications of the Center Director and key staff.
- Describe how your Center Director plans to effectively direct and oversee the Center's funds, personnel, and programs.
- Provide a management plan with key staff describing their roles and responsibilities
- State the titles and describe the duties and responsibilities of any other key Center staff.
- Provide full resume or curriculum vitae for the proposed Center Director. The Center Director is expected to have a minimum of a Master's degree in the Transportation Profession or the equivalent experience.
- Provide brief *tailored* resumes (4 page limit each person) for key personnel to including name, experience in rural safety and surface transportation safety, education, and proposed role in the project.

(Note: Resumes do count against the page limitations.)

2b. Organizational Chart

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

- Base Period (12 months)
- Option Period 1 (12 months)
- Option Period 2 (12 months)
- Option Period 3 (12 Months)

Part III - Experience:

- Provide a summary of the applicant's Past Performance relevant to this project, listing projects of similar size and complexity over the past five years, and show which of the named key staff from 2a above, were involved in those projects.

Part IV - Past Performance:

- 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. Attachment B is provided for this use.

Volume 2 - Budget Application

Part I – Cost/Cost Share Information and Other Financial Information

Provide a separate detailed budget plan for each year, and then summarized for all years per item 1 below. 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 the following:

1. Detailed excel (or compatible) workbook containing spreadsheets/tabs (formatted to be printed out) and supporting information clearly delineating and supporting all estimated costs: with columns for Federal Share, Cost Share and Total Costs (per year and in summary form) as follows:
 - Provide labor categories, labor hours (or percentage of time), labor rates.
 - Provide the equivalent labor categories for each of your labor categories from Salary.com (i.e., your Senior Transportation Engineer is equivalent to

Salary.com's Transportation Engineer IV). Provide explanation/justification when hourly rate is greater than Salary.com's median hourly rate.

- Provide escalation rate and rationale how rate was developed
- Provide indirect rates and bases, include any audit information to support rates.
- Provide supporting information to justify estimates for Other Direct Costs such as equipment, travel, etc.
- Provide detail and support for cost share as part of overall project budget.
- Clearly delineate cost share match versus Federal share.

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

2. 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/contractors (including 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 sub-recipient/contractor(s);
 - Description of the portion of work to be conducted by the sub-recipient/contractor(s);
 - Cost details for that portion of work (same detail as in item #1 above);
 - Applicant's cost/price analysis of each sub-recipient/contractor(s) showing how their price is fair and reasonable; and
 - Letter of commitment from each sub-recipient/contractor(s).
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 accounting system, purchasing system, and/or property

- control system. If such systems have been reviewed, provide summary information of the audit/review results to include as applicable summary letter or agreement, date of audit/review, Federal or State point of contact for such review.
7. Terminated Contracts - List any contract that was 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 fund and fulfill the proposed cost share.
 9. The applicant is directed to review Title 2 CFR §170 (http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&tpl=/ecfrbrowse/Title02/2cfr170_main_02.tpl) dated September 14, 2010, and Appendix A thereto, and acknowledge in its application that it understands the requirement, has the necessary processes and systems in place, and is prepared to fully comply with the reporting described in the term if it receives funding resulting from this Request for Applications. Appendix A will be incorporated in the award document.

C. SUBMISSION DATES AND TIMES

The application must be received by the deadline date and time stated on page 1.

D. FUNDING RESTRICTIONS

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

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 date and time stated on page 1.

Recipients are required to be registered in the **System For Award Management (SAM)** at www.Sam.gov. **Applicants are encouraged to register with www.Sam.gov in advance of the submission deadline**

For more information, refer to Section IV, Award Administration Information, Item A.16 on pages 38 – 39.

SECTION V – APPLICATION REVIEW INFORMATION

A. EVALUATION CRITERIA

The Application will be evaluated in accordance with the evaluation criteria specified herein. The Government will evaluate the application on the basis of the following factors listed in order of descending importance:

- a. Technical Merit;
- b. Cost and Cost Share, and
- c. Past Performance

Technical Merit

FHWA will evaluate technical applications based on the following criteria of demonstrated capabilities of the prospective recipient in relation to the needs of the Statement of Work set forth in Section 1, Paragraph E. Each application must document the feasibility of its plan to successfully achieve the objectives of the Statement of Work. Applicants must submit information sufficient to permit a comprehensive evaluation of their application based on the detailed criteria listed below.

Applicants are encouraged to suggest creative and innovative approaches that are designed to yield the maximum benefit, within the constraints of this Agreement, to the state of knowledge and practice of rural safety and surface transportation safety.

FHWA will evaluate technical applications based on the following criteria in descending order of importance: 1. Establish and Maintain the Center, 2. Experience, and 3. Staffing. Criteria 1 is about twice as important than criterias 2 and 3 combined.

1. **Establish and Maintain Center.** These sub-criteria are in descending order of importance, with sub-criterias d and e. being of equal importance and sub-criterias f and g being of equal importance.
 - a. **Training and Education:** A demonstrated commitment to carry out transportation safety education and workforce development programs and outreach activities to advance the knowledge of transportation safety within states at the state, county, local and tribal levels.
 - b. **Technology Transfer and Deployment:** The ability to disseminate research results, spur implementation, and conduct continuing education programs.
 - c. **Research:** A demonstrated ability to conduct research activities related to rural safety and surface transportation safety in scope.
 - d. **Understanding of the Problem and Need for the Center:** A demonstrated knowledge and comprehension (depth and breadth) of the Problems and Needs for the Center including a comprehensive and complete Draft Strategic Plan.

- e. **Leadership:** A demonstrated ability to make significant contributions to the solution of immediate and long-range transportation safety problems.
 - f. **Collaboration:** A commitment to forming collaborative relationships among different transportation safety professionals and agencies.
 - g. **Marketing:** A practical, efficient plan to market the proposed Centers programs, projects, and activities.
- 2. Experience** - These sub-criteria are in descending order of importance.
- a. Experience providing training and education, technical assistance, information sharing of best practices and research to State Departments of Transportation, local and Tribal government agencies.
 - b. Experience with providing rural and surface transportation safety program support locally and nationally.
 - c. Experience collaborating with transportation partners and stakeholders including Non-Governmental Organizations and the private sector.
- 3. Staffing** - These sub-criteria are in descending order of importance.
- a. Knowledge and relevant experience of the proposed staff, and sub-recipients in completing the proposed tasks.
 - b. Knowledge and relevant experience of the proposed Center Director in completing the proposed tasks.

Cost and Cost Share

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 and cost share reasonableness and conformance to applicable cost principles and cost share requirements.

Past Performance

The Government will evaluate the relevant merits of the 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 rated. 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 other sources. In the event an applicant does not have a record of relevant past performance, the applicant's past performance will not be evaluated favorably or unfavorably.

B. REVIEW AND SELECTION PROCESS

The Government will accept the application(s) that is (are) 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 Merit, (2) Cost and Cost Share, and (3) Past Performance, with Technical Merit more important in the resultant award decision than Cost and Cost Share and Past Performance factors combined.

The Agreement Officer is the official responsible for final award selection.

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

C. ANTICIPATED ANNOUNCEMENT AND AWARD DATES

FHWA anticipates making one award on or about July 1, 2014.

D. AWARD NOTICES

If your application is selected for award, you will be notified and sent an award document for signature.

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 will be governed by and in compliance with the following requirements as applicable to the type of organization of the Recipient and any applicable subrecipients:

- “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (49 CFR Part 18),” [located at www.dot.gov/ost/m60/grant/49cfr18.htm];
- “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations (49 CFR 19),” [located at: www.dot.gov/ost/m60/grant/49cfr19.htm];
- “New Restrictions On Lobbying (49 CFR Part 20),” [located at www.dot.gov/ost/m60/grant/49cfr20.htm];
- 2 CFR Part 220 (OMB Circular A-21), “Cost Principles for Educational Institutions” [located at <http://edocket.access.gpo.gov/2005/05-16648.htm>];
- 2 CFR Part 225 (OMB Circular A-87), “Cost Principles for State and Local Governments” [located at www.whitehouse.gov/omb/circulars_a087_2004];
- 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-102, “Grants and Cooperative Agreements With State and Local Governments” [located at www.whitehouse.gov/omb/circulars/a102/a102.html];
- OMB Circular A-133, “Audits of States, Local Governments, and Non-Profits” [located at www.whitehouse.gov/sites/default/files/omb/circulars/a133/a133.pdf];
- 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 will provide overall program management. Specifically, the Recipient will be responsible for the following, as a minimum:

- Participating in a kick-off meeting with the AO and/or the AOR to discuss agreement expectations and procedures;
- Participating in project kick-off meetings as needed with the AOR and/or the AO to discuss project expectations;
- Performing the Statement of Work as described in **Section I - Funding Opportunity** Description and as delineated in the Recipient's Technical Application;
- Coordinating and managing work, including issuing and managing subcontracts/-subawards and consulting arrangements, as necessary;
- Submitting all required reports including Quarterly Progress Reports. (See Paragraph B of this Section, entitled Reporting);
- Participate in monthly meetings via teleconference or web conference with the AOR; and
- Meeting with the Agreement Officer's Technical Representative (AOR) as necessary.

3. TRAVEL AND PER DIEM

Travel and per diem authorized under this agreement will be reimbursed in accordance with the travel costs section of 2 CFR Part 225 (OMB Circular A-122), "Cost Principles for State and Local Governments" or 2 CFR Part 220 (OMB Circular A-21), "Cost Principles for Educational Institutions," and 2 CFR Part 230 (OMB Circular A-122), "Cost Principles for Non-Profit Institutions" as applicable. Per the Circular, in the absence of an acceptable, written institution policy regarding travel costs, the rates and amounts established in the Federal Travel Regulations in effect at the time of travel will apply. In addition, all non-domestic travel will be approved by the AO prior to incurring costs. Travel requirements under this agreement will be met using the most economical form of transportation available. If economy class transportation is not available, the request for payment vouchers must be submitted with supporting justification (and evidence of prior FHWA approval as applicable) for use of higher class travel, indicating dates, times, and flight numbers.

4. PRIOR APPROVAL REQUIREMENTS FOR MEETINGS & CONFERENCE SUPPORT

Contractor shall obtain written approval from the AO/AOR prior to commencing work or incurring cost under any task for meetings or conference support.

5. 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.

6. AGREEMENT OFFICER’S TECHNICAL REPRESENTATIVE (AOR)

The AO has designated (***) to be filled in at award (***), as Technical 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.

7. PUBLIC ACCESS TO DOCUMENTS

The Recipient agrees that the resulting deliverables/documentation submitted to the FHWA under this agreement can 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.

8. 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.

9. 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 19.

- Personally Identifiable Information (PII)⁴ will not be requested unless necessary and only with prior approval of the Agreement Officer (AO) or Agreement Specialist (AS), with concurrence from the Agreement Officer's Technical Representative (AOR).
- The Recipient will not provide information about private individuals or customers to others without prior approval of the Agreement Officer (AO) or Agreement Specialist (AS), with concurrence from the Agreement Officer's Technical Representative (AOR). This includes mailing lists that may have personal addresses.
- Written materials intended for the general public, whether posted on a website, electronically, or in print, must comply with the standards of the U.S. Government Printing Office's Style Manual, available at <http://www.gpoaccess.gov/stylemanual/browse.html>.

10. 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 19 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 electronically submit the SF270⁵, with supporting cost detail 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., and identify the Federal share and the Recipient's cost share portions. The cost detail should show all the project costs for the period covered by the reimbursement request, and also show all the cumulative-to-date costs.

The AO or Agreement Specialist reserves the right to withhold processing requests for reimbursement until sufficient detail is received. In addition, reimbursement will not be made without AOTR review and concurrence to ensure that progress on the Agreement is sufficient to substantiate payment. After AOTR concurrence, the AO will approve 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

⁴ Any information about a human being, living or dead, regardless of nationality, that is maintained by an agency and that permits identification of that individual to be reasonably inferred by either direct or indirect means (as in data mining), including, but not limited to, name, social security number, date and place of birth, mother's maiden name, biometric records, education, financial transactions, medical history, non-work telephone numbers, and any other personal information that is linked or linkable to an individual

⁵ Standard Form (SF)270, Request for Advance or Reimbursement, and is available at <http://www.whitehouse.gov/sites/default/files/omb/grants/sf270.pdf> or at <http://www.gsa.gov/portal/getFormFormatPortalData;jsessionid=2549968C61B701DB7BD9C064D6DB3CDC.fifte en?mediaId=61561>

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 19: (1) written procedures that minimize the time elapsing between the transfer of funds and disbursement by the Recipient, and (2) financial management systems that meet the standards for fund control and accountability. When these items are not met, reimbursement will be the method for payment.

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.

Registration: To register for DELPHI eInvoicing System Recipients must eAuthenticate and activate an account by contacting their AO 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 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.

To facilitate your use of the system the DELPHI eInvoicing website provides comprehensive user's information 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) are at: <http://www.dot.gov/cfo/delphi-training-system.html>,
- A QRG for Creating a Standard Invoice is at: <http://www.dot.gov/cfo/delphi/grant-recipient/grant-recipient-qrg-creating-standard-invoice.pdf>,
- A QRG for Creating a Credit Memo is at: <http://www.dot.gov/cfo/delphi/grant-recipient/grant-recipient-qrg-creating-credit-memo.pdf>.

Account Management: The Recipient should contact their AO 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. 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 via mail to:

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

or electronically to: 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, Requests for advance or reimbursement and required supporting documents, should be sent via regular U.S. Postal Service to the following address:

Federal Highway Administration
Markview Processing
P.O. Box 268865
Oklahoma City, OK 73126-8865
Attention: Rick Murray

Requests for advance or reimbursement submitted via an overnight service must use the following physical address:

MMAC
FHWA/AMZ-150
6500 MacArthur Blvd.
Oklahoma City, OK 73169
Attention: Rick Murray

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

11. 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. DTFH6114H (***) 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."

12. 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.

13. BUDGET REVISION/REALLOCATION OF AMOUNTS

The Recipient is required to report deviations from budget and program plans, and request prior approval for budget and program plan revisions in accordance with 49 CFR Part 18.30 or 49 CFR Part 19.25 as applicable.

Note: The Recipient must obtain prior written approval from the Agreement Officer to transfer amounts budgeted for direct cost categories when the cumulative value of such transfers will exceed 10% of the value of Federal share of this agreement.

14. FINANCIAL MANAGEMENT SYSTEM

By signing this agreement, the Recipient verifies that it has, or will implement, a financial management system adequate for monitoring the accumulation of costs and that it complies with the financial management system requirements of 49 CFR Part 18 or 49 CFR Part 19, as applicable. The Recipient's failure to comply with these requirements may result in agreement termination.

15. ALLOWABILITY OF COSTS

Allowable costs will be determined in accordance with the applicable Federal cost principles, e.g., 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.

16. 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.

17. SYSTEM FOR AWARD MANAGEMENT (SAM)

The Recipient must be registered in SAM in order to receive payments under this agreement. Use of the SAM 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.

The System for Award Management (SAM) replaced CCR/FedReg, ORCA, and EPLS. If you have been using those systems, you should now go to www.sam.gov to find your information. Your CCR username will not work in SAM. You will need a new SAM User Account to register or update your entity records.

If you had an active record in CCR, you have an active record in SAM. You do not need to do anything in SAM at this time, unless a change in your business circumstances requires updates to your Entity record(s) in order for you to be paid or to receive an award or you need to renew

your Entity(s) registration prior to its expiration. SAM will send notifications to the registered user via email 60, 30, and 15 days prior to expiration of the Entity’s record.

To update or renew your Entity records(s) in SAM, you will need to create a SAM User Account and link it to your migrated Entity records.

Training tools are available on the SAM website to help you get familiar with SAM. Start by going to www.sam.gov, and then click on the SAM HELP tab. Under User Help you will find the full User Guide, as well as Quick Start Guides and Helpful Hints that will help you create an account, migrate your roles, perform updates, and search for the information you need. You can also view those guides at http://www.acquisition.gov/SAM_Guides/index.html.

NOTE: SAM is completely free of charge for both registrants and users.

18. 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) have been identified as Key Personnel:

Name	Title	Position
(***)	to be filled in at award	(***)

19. 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 satisfy the cost share requirements or used to offset the Federal contribution to this project.

20. SUBAWARDS

Unless described in the application and funded in the approved award, the Recipient will obtain prior written approval from the AO for the subrecipient, transfer, or contracting out of any work under this award. This provision does not apply to the purchase of supplies, material, equipment, or general support services.

21. COST SHARING OR MATCHING

The applicant will provide a minimum of a 20% match to the total cost of the project, excluding any program income. The applicant’s 20% match requirement can be met through direct financial support or through “in-kind” services. By the completion date of the agreement, the applicant must have met the cost-sharing requirement. All cost share contribution must be submitted with sufficient detail and/or documentation to support the fair market value of the contribution. If

additional detail and/or documentation are determined necessary in order to verify the contribution, the applicant will provide the requested information in a timely fashion.

22. PRINTING

The Recipient shall obtain prior written approval from the AOR to print more than ten copies of any deliverable under this agreement. The Recipient shall 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.

23. OPEN TRAINING COURSES

Training courses funded by this agreement shall be open enrollment courses. Enrollment eligibility in the courses may not be limited in any manner unless otherwise authorized by the AOTR.

24. 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>).

25. DEBARMENT AND SUSPENSION REQUIREMENTS

The Recipient will comply with the Subpart C of 49 CFR Part 29, Government Debarment and Suspension (Nonprocurement). Further, the Recipient will flow down this requirement to applicable subawards by including a similar terms or condition in lower-tier covered transactions. See 49 CFR Part 29 for detail of the requirement. (Note: 49 CFR Part 29 is available online at <http://www.dot.gov/ost/m60/grant/regs.htm>).

26. 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 19. 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.

27. 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.

28. FINANCIAL ASSISTANCE POLICY TO BAN TEXT MESSAGING WHILE DRIVING

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

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

"Text Messaging" ---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 the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

(b) In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving,

December 30, 2009, financial assistance recipients and subrecipients of grants and cooperative agreements are encouraged to:

(1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving-- (i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or (ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as- (i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and (ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

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

29. 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.

30. OMB Paperwork Reduction Act

The Paperwork Reduction Act of 1995 (PRA): Any activities involving information collection (i.e., paper or web-based surveys, questionnaires, etc.) from 10 or more non-Federal entities, including States, are subject to PRA requirements and may require the USDOT to coordinate an OMB Information Collection Clearance, a process that generally takes eight months. The Recipient will coordinate with the AOR on this process.

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 and on to the Agreement Specialist at the following address:

Federal Highway Administration
Office of Acquisition & Grants Management
1200 New Jersey Ave., SE
Mail Stop E65-101
Washington, DC 20590
Attention: Rick Murray (email: rick.murray@dot.gov)

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

Federal Highway Administration
Office of Acquisition & Grants Management
1200 New Jersey Ave., SE
Mail Stop _____
Washington, DC 20590
Attention: [*** To be filled in at time of award ***]

2. MONTHLY PROGRESS REPORT

The Recipient will submit an electronic copy of the SF-PPR, in PDF format, to the AOR and the Agreement Specialist on or before the 15th of the month following the calendar month being reported. Final PPRs are due 90 days after the end of the agreement period of performance.

The SF-PPR is available online at http://www.whitehouse.gov/sites/default/files/omb/grants/grants_forms.html. The quarterly submittal will consist of the SF-PPR cover page and the following required attached information.

In Block 10, Performance Narrative, (attach additional sheets as necessary) provide concise statements covering the activities relevant to the project, including all the items listed in Task 1B.

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

- SF425, Federal Financial Report, and
- SF425A, Federal Financial Report Attachment (if applicable).

3. ANNUAL BUDGET REVIEW AND PROGRAM PLAN (for multi-year awards)

The Recipient will submit an electronic copy and one hard copy of the Annual Budget Review and Program Plan to the AOTR and one electronic copy and one hard copy to the Agreement Specialist 60 days prior to the end of each year. The Annual Budget Review and Program Plan will provide a detailed schedule of activities, estimate of specific performance objectives, include forecasted expenditures, and schedule of milestones for the upcoming 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.

5. ORDER OF PRECEDENCE

The Recipient's technical and budget applications are accepted, approved, and incorporated herein as Attachments A and B. In the event of any conflict between this agreement document and the Recipient's proposal and/or application, this Agreement document shall prevail.

SECTION VII - AGENCY CONTACT

Address any questions to:

Primary point of contact:

Rick Murray, Agreement Officer
Federal Highway Administration
Office of Acquisition & Grants Management
Email rick.murray@dot.gov
Phone (202) 366-4250

Secondary point of contact:

Mr. Carl Rodriguez, Team Leader
Email Carl.Rodriguez@dot.gov
Phone (202) 366-4240.

Safety Center for Excellence: Rural and Surface Transportation – Labor Estimate per Year, Federal and Cost Shares Combined

Person-Hours by Task	1	2	3	4	5	6	7	8	9	TOTALS
Program Manager	40	24	8	8	20	200	40	20	20	380
Principal Investigator(s)	40	24	8	24	20	500	40	40	20	716
Meeting Facilitator				24		120				144
Fiscal Manager	40									40
Clerical	8	24	8	16	8	80	40	16	8	208
Tech Transfer (T2) Spec										-
Writer/Editor					24	120	40	8	80	272
Technical Expert - Sr		24	16	24	24	640	200	80	40	1,048
Technical Expert - Jr			40	32	24	300	200	80		676
Data Analyst								40		40
Design Engineer - Sr						640	120	80		840
Design Engineer - Jr			40			240		40		320
Technical Specialist - Sr						220	80		8	308
Technical Specialist - Jr				8	8	80	8	160		264
Clerical/Data Entry Clerk	40			8						48
Task Totals	168	96	120	144	128	3,140	768	564	176	5,304

Task Titles and Total Hours by Task

Task 1 - Administration and Reporting	168
Task 2 - Center Strategic Plan	96
Task 3 - Assessment of Existing Rural Safety and Surface Transportation Safety Projects	120
Task 4 - Collaboration with Stakeholders	144
Task 5 - Annual Project and Product Plan(s)	128
Task 6 - Training and Education	3,140
Task 7 - Technology Transfer and Deployment	768
Task 8 - Research Projects	564
Task 9 - Develop a Marketing Plan	176
	5,304

Note: 80% of funds expended should be for Training/Education or Training/Education related tasks, 10% for Technology Transfer and Deployment and related tasks, and 10%. For Research and related tasks.

APPLICANT/TEAM: _____

1. **REFERENCE INFORMATION ABOUT and FOR:**

Referent's Name: _____
Award Number: _____
Type of Award: () Fixed Price Type () Cost-Reimbursement Type () Other: _____
Period of Performance: _____
Award Value: (initial) \$ _____ (current)..\$ _____

2. **CONTACT INFORMATION:** Please provide the following information for the person(s) providing the reference (to assist us in tracking responses received and resolving any conflicts in the evaluation process if necessary)

Name of Contact: _____
Phone & Fax Numbers: _____
Organization/Office: _____
Position Title/Grade: _____
Period of involvement in award: _____
Questionnaire Completion Date: _____

Below are the adjectival rating definitions:

EXCEPTIONAL (++): Referent demonstrates a level of performance which exceeds the performance level described as Excellent. It is expected that this rating will be used in those *rare* instances when referent performance clearly demonstrates a level of quality well beyond the award requirements.

EXCELLENT (E): Referent demonstrates initiative to enhance/exceed award requirements/objectives and overall referent/government relationship is excellent. Milestones, delivery schedules, and other suspense items are consistently met ahead of scheduled dates. Demonstrates ability to reduce overall costs to the Government, budgetary estimates are substantiated and reliable, negotiations are cooperative and reasonable, and referent proposals are well prepared and documented. Response to inquiries, technical/service/administrative issues consistently exceeds the expected norm. Displays ingenuity, originality, and concern for customer's best interest.

GOOD (G): There are very few to no quality of service problems, performance problems, or price/cost issues, and/or the problems and issues do not impact achievement of award requirements. Response to inquiries, technical/service/administrative issues is effective and responsive.

MARGINAL (M): Nonconformance, delays, price/cost issues are impacting achievement of award requirements, requiring substantial intervention by Government personnel to resolve issues. Response to inquiries, technical/service/administrative issues is marginally effective and/or responsive.

UNACCEPTABLE (U): Nonconformance, delays, price/cost issues are compromising the achievement of award requirements, despite substantive intervention by Government personnel. Response to inquiries, technical/service/administrative issues is not effective and/or responsive.

NOTE: THIS INFORMATION WILL BE KEPT CONFIDENTIAL.

3. For the following questions, please circle/check the appropriate rating category. Comment lines are provided for additional information if the MARGINAL or UNACCEPTABLE rating category apply (however the comment lines may be used to provide any additional information deemed noteworthy).

a. QUALITY OF SERVICE:	(circle one =>)	++	E	G	M	U
This area deals with compliance of award requirements, to include appropriateness of personnel and technical excellence.						
b. TIMELINESS OF PERFORMANCE:		++	E	G	M	U
This area deals with the referent's ability to meet milestones and delivery schedules, to include responsiveness to technical direction, completion of efforts on time including wrap-up and award administration.						
c. PRICE/COST CONTROL:		++	E	G	M	U
This area deals with the referent's ability to control price/cost escalation during performance to include appropriate budgetary estimates, current/accurate/complete billings/invoices, relationship of negotiated costs to actual, claim submissions, cost efficiencies, and change order issues.						
d. CUSTOMER SATISFACTION:		++	E	G	M	U
This area deals with the referent's commitment to satisfaction and cooperative/reasonable businesslike behavior with own staff and customers to include: effective management, responsiveness to award requirements, operates with honesty and integrity, prompt notification of problems, flexible and proactive qualities, effective referent -recommended solutions, and effective subcontracting and teaming arrangements.						

Comments: (add additional pages if needed)

GENERAL INFORMATION: Please provide answers to the following questions.

- e. Has the referent's ever been given a cure notice, show cause notice, suspension of progress payments, or other letters directing the correction of a performance problem; or has this award been partially or completely terminated, or is there any pending termination actions? () No () Yes
 If yes: () Default () Convenience; and please explain:

- f. Changes in award dollar value throughout the life of the award are/were attributable, for the most part, to:

() Government-issued change orders	() claims submitted by the referent
() other Government actions	() other contractor actions (please explain below)

- g. Based on this referent's overall performance, would you award this referent's another Government award?
 () Yes () No If no, please explain:

- h. If any of the above responses are based on adverse past performance, have you discussed it with the referent and has the referent had an opportunity to comment?
 () Not Applicable () Yes () No If yes or no, please explain: