

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

Executive Summary

Federal Agency Name: U.S. Department of Transportation
Federal Highway Administration
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Washington, DC 20590
Attn: Aimee Drewry, HAAM-40F

Funding Opportunity Title: ***“Core Program Services for a Highway Research,
Development, and Technology Program”***

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

Funding Opportunity Number: ***RFA Number DTFH61-07-RA-00121***

Catalog of Federal Domestic Assistance (CFDA) Number: 20.200

Dates: RFA Issue Date is July 27, 2007.
Application Due Date is August 27, 2007.

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SECTION I – FUNDING OPPORTUNITY DESCRIPTION

A. STATEMENT OF PURPOSE

The Federal Highway Administration (FHWA) hereby requests an application for assistance to result in the award of a Cooperative Agreement to provide core program support for a highway research, development, and technology program on behalf of State Departments of Transportation (DOTs).

B. LEGISLATIVE AUTHORITY

The authority to enter into a cooperative agreement for this effort is found under Section 502(a)(3) of USC 23, Surface Transportation Research, which states the following:

“(3) COOPERATION, GRANTS, AND CONTRACTS.—The Secretary may carry out research, development, and technology transfer activities related to transportation—

“(A) independently;

“(B) in cooperation with other Federal departments, agencies, and instrumentalities and Federal laboratories; or

“(C) by making grants to, or entering into contracts and cooperative agreements with one or more of the following: the National Academy of Sciences, the American Association of State Highway and Transportation Officials, any Federal laboratory, Federal agency, State agency, authority, association, institution, for-profit or nonprofit corporation, organization, foreign country, or any other person.”

C. BACKGROUND

Introduction

The transportation research community consists of numerous partnerships to aid in the conduct of research and the implementation of technologies and innovations. The Federal Highway Administration (FHWA), State DOTs, and the National Academy of Sciences (NAS) are among these partners, who work closely in many facets of the national research program.

The Transportation Research Board (TRB) is a unit of the National Research Council, a private, nonprofit institution that is the principal operating agency of the National Academy of Sciences. The TRB’s mission is to promote innovation and progress in transportation by stimulating and conducting research, facilitating the dissemination of information, and encouraging the implementation of research results.

TRB fulfills this mission through the work of its standing technical committees and task forces addressing all modes and aspects of transportation; publication and dissemination of reports and

peer-reviewed technical papers on research findings; administration of contract research programs; conduct of special studies on transportation policy issues; maintenance of a transportation research data base (TRIS); and hosting an annual meeting that attracts approximately 11,000 transportation professionals from throughout the United States and abroad.

TRB is supported by State DOTs, the various administrations of the U.S. Department of Transportation and other federal agencies, industry associations, and other organizations and individuals interested in the development of transportation.

Purpose

The purpose of this agreement is to provide a mechanism for State DOTs to support TRB's core program and services through an FHWA administered pooled fund study.

Every 3 years, a triennium agreement is developed among the supporting members of TRB, including FHWA and the American Association of State Highway and Transportation Officials (AASHTO), which outlines the TRB core program for that period and includes a 3-year budget.

Under this agreement, three principal organizations/groups have an interest in the administration of the TRB core program and services to State DOTs, including the District of Columbia and Puerto Rico; the FHWA; and the National Academies–National Research Council (NAS), acting through the TRB.

FHWA is responsible for creating and maintaining an annual pooled fund project in its program and in its financial system to facilitate State DOT support for TRB's core program and services. TRB is responsible for conducting and providing its core program and services to the State DOTs.

D. OBJECTIVE

The objective of this cooperative agreement is for the Recipient to provide services to assist State DOTs accomplish the following activities:

- Support a national and international highway R&T program.
- Encourage and promote the establishment of research activities within all highway agencies.
- Assist in the operation and maintenance of the TRIS.
- Disseminate highway research results and promote implementation and technology transfer.

E. STATEMENT OF WORK

Task 1—Conduct an Annual Meeting

Conduct an annual international meeting in the Washington, D.C., area as a forum for the presentation of highway research results. This annual meeting will be held within the context of an overall transportation research meeting involving various modes of transportation. Solicit and receive funding to conduct technical sessions relating to these other transportation modes from other sources.

As part of and in conjunction with the annual meeting, facilities and support shall be provided for the various technical committees established by the TRB.

Provide for registration of all State DOT employees requesting registration at the annual meeting at a lump sum amount or reduced rate per capita not to exceed a lump sum amount.

Task 2—Technical Committees

Maintain standing committees of authorities in subject areas of interest to the State DOTs. These committees will be responsible for promoting the exchange of technical research information, advancing the state of the art in the areas of their expertise and for identifying research needs. Committee membership shall be in accordance with NRC/TRB requirements for member balance among organizations, regions, disciplines, and other characteristics.

Establish appropriate new committees as the need is demonstrated and to respond to changing issues facing the transportation industry.

Conduct committee-sponsored conferences and workshops as determined appropriate by the technical committees.

Task 3—Maintenance of National Overview of Highway Research

Maintain a national overview of highway research. Visit approximately 17 State DOTs per year and 50 State DOTs over a 3-year period to assess the interest, competency, and relevancy of the research conducted by each State DOT as well as encourage a coordinated national transportation emphasis. In conjunction with these visits, visit selected key universities and public/private researchers responsible for highway-related research. Visits to international research organizations conducted as part of international visits by TRB staff for other specific purposes/conferences shall also be considered under this task. Visits should be consolidated as much as possible to minimize travel expenses. Include a summary of the results of field visits in the annual progress report.

Task 4—Maintenance and Dissemination of Research Results (Clearinghouse for Research Results)

Process publications into the TRIS. In addition, provide TRIS searches for State DOTs and maintain web access to TRIS with the Research and Innovative Technology Administration, U.S. Department of Transportation, and other means for increasing accessibility to TRIS for users. Additional work may be necessary under this task in order to ensure that the TRIS system is efficiently maintained and accessible for users. The Recipient shall notify the AOTR of any needed TRIS improvements and receive written approval from the AO prior to completing any work, other than that specified herein, on the TRIS.

Task 5—Publication and Distribution of Reports

Develop, publish, and distribute a variety of reports and periodicals to assist in the transfer of technical information. Publications shall include but not be restricted to items such as general non-technical reports related to very specific topics. Reports shall also be developed which summarize and highlight some of the key papers presented at the annual meeting. Provide one copy of each publication issued by the TRB to the AOTR during the period of performance.

Section 508

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

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

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

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

- b. Electronic documents with complex charts or data tables
When preparing tables that are heavily designed, prepare adequate alternate information so that assistive technologies can read them out. Identify row and column headers for data tables. Provide the information in a non-linear form. Markups shall be used to associate data cells and header cells for data tables that have two or more logical levels of row and column headers.
- c. Electronic documents with forms
When electronic forms are designed to be completed on-line, the form shall allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.

SECTION II – AWARD INFORMATION

A. FUNDING

FHWA anticipates Federal funding up to \$17,500,000 will be made available for this award. The variation in the amount estimated for this award is due to the reliance on State pooled funds for this project. The number of States that contribute funds through the pooled funds process and the amount of their contributions varies annually. Therefore, the amount available will differ each year of the award.

FHWA anticipates this funding will be made available for this award subject to availability of funds based on the following schedule:

	Maximum
Fiscal Year 2007:	\$3,500,000
Fiscal Year 2008:	\$3,500,000
Fiscal Year 2009:	\$3,500,000
Fiscal Year 2010:	\$3,500,000
Fiscal Year 2011:	<u>\$3,500,000</u>
Estimated Total Cost**	\$17,500,000

**Amounts listed above are only estimates. Please note the Government does not guarantee the maximum amount. Actual funding will be obligated in the future depending on the amount of money contributed by the States.

B. NUMBER OF AWARDS ANTICIPATED

FHWA anticipates making 1 award resulting from this RFA.

C. PERIOD OF PERFORMANCE

The period of performance for this Cooperative Agreement will be 60 months commencing on the effective date of the agreement.

FHWA anticipates the effective date of this agreement will be on or about September 30, 2007.

D. TYPE OF AWARD

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

E. DEGREE OF FEDERAL INVOLVEMENT

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

- Technical assistance and guidance;
- Close monitoring during performance;
- Involvement in technical decisions; and
- Participation in Advisory Committee, status meetings including kick-off meetings and annual budget reviews.

F. PARTICIPATION AND FUNDING

Participation in and funding of the core program for the State DOTs are to be in accordance with the following:

- Annually, State DOTs will indicate to FHWA and TRB by the beginning of the second quarter of the Federal fiscal year their intention of supporting TRB's core program through participation in a pooled fund study, as provided in this cooperative agreement. A State DOT's funding of the core program through this agreement when financed with Federal-aid SP&R funds is authorized without State matching.
- State DOTs electing to provide their funds through this memorandum of agreement will obligate their funds in the FHWA Fiscal Management Information System (FMIS) by the end of the second quarter of the Federal fiscal year (March 31).
- FHWA will obligate funds to this cooperative agreement based on funds obligated by participating States in FMIS.

SECTION III - ELIGIBILITY INFORMATION

This is a sole source requirement with application eligibility limited to the National Academy of Science – Transportation Research Board.

SECTION IV – APPLICATION AND SUBMISSION INFORMATION

A. APPLICATION FORMS

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

B. CONTENT AND FORM OF APPLICATION SUBMISSION

The application package shall consist of the following:

- SF424
- SF424A
- SF424B
- SFLLL
- Grants.gov Lobbying Form
- Attachments Form
 - 1) Technical Application*-25 page limit
 - 2) Budget Application Detail*-no page limit

*Attach as many files as necessary to provide information requested below.

Note: The application under this RFA is not subject to the State review under E.O. 12372.

Submit your application in the following format.

Part I - Technical Application

NOTE: The Technical Application cannot exceed 25 pages.

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

1. Your proposal shall be prepared on 8½ x 11 inch paper except for foldouts used for charts, tables or figures, which shall not exceed 11 x 17 inches. Foldouts shall not be used for text, and shall count as two pages.
2. A page is defined as one side of an 8 ½ by 11 inch paper. Therefore, a piece of paper with printing on both sides is considered two pages.
3. Text shall be printed using a font size no less than 12 cpi.
4. Page margins shall be a minimum of 1 inch top, bottom and each side.

Your technical applications must contain:

1. TECHNICAL & MANAGEMENT APPROACH:

Your application shall include a program narrative statement that describes the technical and management approach. Describe in detail how you would proceed if awarded this agreement and how you propose to meet the program objectives. Describe facilities for the conduct of the research.

2. STAFFING APPROACH:

- Provide a program organizational chart identifying proposed staff members assigned to the project. Include the title and a brief description of each position's responsibilities, as well as the proposed level of effort and allocation of time for each position. Provide the level of effort for each position for each of the following periods:
 - Year 1 (12 months)
 - Year 2 (12 months)
 - Year 3 (12 months)
 - Year 4 (12 months)
 - Year 5 (12 months)
 - Total (60 months)
- Provide brief resumes for the proposed Program Manager and other key personnel to include name, experience, education, and proposed role in project. (Note: resumes do count against the designated page limitations.)

3. EXPERIENCE:

Provide a summary of the applicant's experience relevant to this project.

Part II - Budget Application Detail

NOTE: There is no page limit on budget applications.

Your budget application must contain:

1. Detailed spreadsheet and supporting information clearly delineating and supporting all estimated costs for each of the following periods: (1) Year 1 (12 months); (2) Year 2 (12 months); (3) Year 3 (12 months); (4) Year 4 (12 months); (5) Year 5 (12 months); (6) Summary (60 months). Clearly delineate which costs are covered by Federal Funds and which costs are proposed cost share.

- Provide labor categories, labor hours or percentage of time, labor rates.
- Provide indirect rates and bases, include any audit information to support rates.
- Provide supporting information to justify estimates for Other Direct Costs such as equipment, travel, etc.

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

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

C. **SUBMISSION DATES AND TIMES**

Your application must be received electronically through www.Grants.gov by 4:15 pm EST on August 27, 2007.

The deadline cited herein is the date and time by which the agency must receive the application.

A late application will not be reviewed or considered unless the Agreement Officer (AO) determines it is in the Government's best interest to consider the late application.

D. 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.

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

SECTION V – APPLICATION REVIEW INFORMATION

A. EVALUATION CRITERIA

FHWA will evaluate technical applications based on the following criteria listed in descending order of importance:

Technical

The technical application will be evaluated based on the following criteria listed in descending order of importance:

1. The application demonstrates that proposed personnel have the competency and experience to adequately perform the statement of work.
2. The application demonstrates that the applicant has the experience in the following areas: conducting annual international meetings; assembling, convening, and maintaining technical committees; maintaining a productive relationship with States, universities, international organizations, and others to ensure a means to take a national overview of highway research; maintaining a means for systematically maintaining and disseminating research results through a clearinghouse; publishing and distributing reports resulting from efforts described in the statement of work; conducting a research and technology review, coordination, and communications program; and responding to the need to conduct special studies, reviews, and conferences.
3. The application demonstrates the applicant's experience, responsiveness, cooperation, capability, and depth of staff support to provide the services outlined in the statement of work.
4. The application demonstrates that the applicant has the ability to maintain continuous support and provide efficient and improved operations or services.
5. The application demonstrates that the applicant has organizational resources that include a structure to manage a professional services contract and the resources and staffing necessary to

adequately complete the statement of work. The application demonstrates that the applicant intends to maintain communication with the Government throughout the duration of the agreement.

Cost

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

B. REVIEW AND SELECTION PROCESS

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

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

C. ANTICIPATED ANNOUNCEMENT AND AWARD DATES

FHWA anticipates making award on or about September 30, 2007.

D. AWARD NOTICES

Only the Agreement Officer can commit the Government. The award document, signed by the Agreement Officer, is the authorizing document.

Notice that an organization has been selected as a Recipient does not constitute approval of the application as submitted. Before the actual award, FHWA will enter into negotiations concerning such items as program components, staffing and funding levels, and administrative systems. If the negotiations do not result in an acceptable submittal, the FHWA reserves the right to terminate the negotiation and decline to fund the applicant.

SECTION VI – AWARD ADMINISTRATION INFORMATION

A. ADMINISTRATIVE AND NATIONAL POLICY REQUIREMENTS

1. GOVERNING REGULATIONS

Performance under this grant agreement shall be governed by and in compliance with the following requirements as applicable to the type of organization of the Recipient and any applicable subrecipients:

- “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-profit Organizations (49 CFR 19)”, [*located at: <http://www.dot.gov/ost/m60/grant/49cfr19.htm>*];

- 2 CFR Part 220 (OMB Circular A-21), “Cost Principles for Educational Institutions” [*located at:* <http://a257.g.akamaitech.net/7/257/2422/01jan20051800/edocket.access.gpo.gov/2005/05-16648.htm>];
- 2 CFR Part 230 (OMB Circular A-122), “Cost Principles for Non-Profit Organizations” [*located at:* <http://www.whitehouse.gov/omb/circulars/a122/a122.html>];
- 2 CFR Part 215 (OMB Circular A-110), “Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations” [*located at:* http://www.access.gpo.gov/nara/cfr/waisidx_05/2cfr215_05.html]; and
- OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations” [*located at:* <http://www.whitehouse.gov/omb/circulars/a133/a133.html>]
- Any other applicable Federal regulation or statute.

2. RESPONSIBILITIES OF THE RECIPIENT

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

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

3. TRAVEL AND PER DIEM

Travel and per diem authorized under this agreement shall be reimbursed in accordance with the travel costs section of 2 CFR Part 230 (OMB Circular A-122). Travel costs may be charged on an actual cost basis, on a per diem or mileage basis in lieu of actual costs incurred, or on a combination of the two, provided the method used results in charges consistent with those normally allowed by the organization in its regular operations.

Travel costs are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the organization. Travel costs are allowable subject to when they are directly attributable to specific work under an award or are incurred in the normal course of administration of the organization.

All non-domestic travel shall be approved by the AO prior to incurring costs. Travel requirements under this cooperative agreement shall be met using the most economical form of transportation available. If economy class transportation is not available, the request for payment vouchers must be submitted with justification for use of higher class travel indicating dates, times, and flight numbers.

4. AMENDMENTS

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

5. AGREEMENT OFFICER'S TECHNICAL REPRESENTATIVE (AOTR)

The AO has designated _____ (to be filled in at award) _____ as Technical Representative to assist in monitoring the work under this agreement. The AOTR will oversee the technical administration of this agreement and act as technical liaison with the performing organization. The AOTR is not authorized to change the scope of work or specifications as stated in the agreement, to make any commitments or otherwise obligate the Government or authorize any changes which affect the agreement funding, delivery schedule, period of performance or other terms or conditions.

The AO is the only individual who can legally commit or obligate the Government for the expenditure of public funds. The technical administration of this agreement shall not be construed to authorize the revision of the terms and conditions of performance. The Agreement Officer shall authorize any such revision in writing.

6. OBLIGATION CEILING RATIO

Pursuant to section 1102 of SAFETEA-LU, the FHWA is required to annually redistribute a portion of allocated program authorization. Funds available for subsequent years of this agreement shall be adjusted for each fiscal year, which may increase or decrease the total estimated funding available.

7. INDIRECT COSTS

Indirect costs are allowable under this agreement as follows:

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

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

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

8. DATA RIGHTS

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

9. PAYMENT

The Recipient may request advances or reimbursement of costs incurred in the performance hereof as are allowable under the applicable cost provisions [see 49 CFR Part 19.27 and 2 CFR Part 215] not-to-exceed the funds currently available as stated herein. The Recipient shall submit an original and one copy of the SF 270, Request for Advance or Reimbursement, no more frequently than monthly, to the AO address, and one additional copy to the AOTR address.

Advance Payments: The Recipient may be paid in advance, provided the Recipient maintains or demonstrates the willingness to maintain the following in accordance with 49 CFR Part 19: (1) written procedures that minimize the time elapsing between transfer of funds and disbursement by Recipient, and (2) financial management systems that meet the standards for fund control and accountability. When these items are not met, reimbursement will be the method of payment.

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

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

The Agreement Specialist and the AO reserve the right to withhold processing requests for advance or reimbursement until sufficient detail is received. In addition, reimbursement will not be made without AOTR review and approval to ensure that progress on the Agreement is sufficient to substantiate payment. After AOTR approval, the Agreement Specialist will certify and forward the advance or request for reimbursement to the payment office. *Note: Standard Forms may be located at <http://fhwa.dot.gov/aaa/hamhome.htm>.*

10. ACKNOWLEDGEMENT OF SUPPORT AND DISCLAIMER

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

“This material is based upon work supported by the Federal Highway Administration under Agreement No. DTFH61-07-(to be filled in at award)”.

All materials must also contain the following:

"Any opinions, findings, and conclusions or recommendations expressed in this publication are those of the Author(s) and do not necessarily reflect the view of the Federal Highway Administration."

11. SITE VISITS

The Federal Government, through its authorized representatives, has the right, at all reasonable times, to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by the Federal Government on the premises of the Performing Organization or a subrecipient under this agreement, the Performing Organization shall provide and shall require their subrecipients to provide all reasonable facilities and assistance for the safety and convenience of the Government representative in the performance of their duties. All site visits and evaluations shall be performed in such a manner as will not unduly delay work.

12. TERMINATION AND SUSPENSION

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

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 19.25.

Note: The Recipient must obtain prior written approval from the Agreement Officer to transfer amounts budgeted for direct cost categories when the cumulative value of such transfers will exceed 10% of the value of Federal share of this agreement. When requesting such approval, a letter or E-mail request suffices.

14. FINANCIAL MANAGEMENT SYSTEM

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

15. ALLOWABILITY OF COSTS

Allowable costs will be determined in accordance with the applicable Federal cost principles, e.g., Non-Profit Organizations-2 CFR Part 230; Educational Institutions- 2 CFR Part 220.

16. AVAILABLE FUNDING

The total not-to-exceed amount of Federal funding that may be provided under this cooperative agreement ranges from \$3,750,000 to \$17,500,000 for the entire period of performance, subject to the limitations shown below:

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

The Government's liability to make payments to the Recipient is limited to those funds obligated under this agreement as indicated above and any subsequent amendments. The variation in the amount estimated for this award is due to the reliance on State pooled funds for this project. The number of States that contribute funds through the pooled funds process varies annually. Therefore, the amount available will differ each year of the award.

17. CENTRAL CONTRACTOR REGISTRY (CCR)

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

18. KEY PERSONNEL

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

19. PROGRAM INCOME

Program Income earned during the project period shall be retained by the Recipient and added to funds committed to the project by the Federal awarding agency and the Recipient and used to further eligible project or program objectives.

20. SUBAWARDS

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

21. DEBARMENT AND SUSPENSION REQUIREMENTS

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

22. DRUG FREE WORKPLACE

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

23. DISPUTES

The parties to this agreement shall communicate with one another in good faith and in a timely and cooperative manner when raising issues under this Disputes provision. Any dispute, which for the purposes of this provision includes any disagreement or claim, between the FHWA and the recipient concerning questions of fact or law arising from or in connection with this Agreement and whether or not involving alleged breach of this Agreement, may be raised only under this Disputes provision.

Whenever a dispute arises, the parties shall attempt to resolve the issues involved by discussion and mutual agreement as soon as practical. In no event shall a dispute which arose more than three months prior to the notification made under the following paragraph of this provision constitute the basis for relief under this article unless FHWA waives this requirement.

Failing resolution by mutual agreement, the aggrieved party shall document the dispute by notifying the other party in writing of the relevant facts, identify unresolved issues and specify the clarification or remedy sought. Within five working days after providing written notice to the other party, the aggrieved party may, in writing, request a decision from the Agreement Officer. The other party shall submit a written position on the matters in dispute within thirty calendar days after being notified that a decision has been requested. The Agreement Officer shall conduct a review of the matters in dispute and render a decision in writing within thirty calendar days of receipt of such written position. Any decision of the Agreement Officer is final and binding unless a party shall, within thirty calendar days, request further review as provided below.

Upon written request to the FHWA Director, Office of Operations Research & Development or designee, made within thirty calendar days after the Agreement Officer's written decision or upon unavailability of a decision within the stated time frame under the preceding paragraph, the dispute shall be further reviewed. This review shall be conducted by the Director, Office of Operations Research & Development. Following the review, the Director, Office of Operations Research & Development, will resolve the issues and notify the parties in writing. Such resolution is not subject to further administrative review and to the extent permitted by law, shall be final and binding. Nothing in this Agreement is intended to prevent the parties from pursuing disputes in a United States Federal Court of competent jurisdiction."

B. REPORTING

1. ADDRESSES FOR SUBMITTAL OF REPORTS AND DOCUMENTS

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

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

Federal Highway Administration
Office of Acquisition Management
1200 New Jersey Avenue, SE
Mail Drop: W36-481
Washington, DC 20590
Attention: (to be filled in at award)

Submit two hard copies and one electronic copy to the AOTR at the following address:

Department of Transportation
Office of Program Development and Evaluation, HRPD-01
Turner-Fairbank Highway Research Center
6300 Georgetown Pike
McLean, VA 22101
Attention: (to be filled in at award)

2. QUARTERLY PROGRESS REPORT

The Recipient shall submit an electronic copy, in PDF format, of the quarterly progress report to the AOTR and one hard copy to the Agreement Specialist on or before the 30th of the month following the calendar quarter being reported. Final progress reports are due 90 calendar days after expiration of the award.

Calendar Quarters are:

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

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

- (a) A clear and complete account of the work performed each quarter.
- (b) An outline of the work to be accomplished during the next report 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 grant agreement, together with recommended solutions to such problems; or, a statement that no problems were encountered.
- (d) A section addressing how the results of the work performed supports one or more of the FHWA and Department of Transportation (DOT) strategic goals of safety, mobility, global connectivity, environmental stewardship, security, and organizational excellence.

- (e) A tabulation of the current and cumulative costs expended by quarter versus budgeted costs, including cost share.
- (f) SF269 or SF269A, Financial Status Report.
- (g) If advance payments are used, SF272, Report of Federal Cash Transactions.

3. ANNUAL BUDGET REVIEW AND PROGRAM PLAN

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

4. DELIVERABLES

TRB shall provide the AOTR with all publications reporting on the activities carried out under its core technical activities program. There are approximately 60 to 80 of these individual reports delivered to the State DOTs each year. These reports include, but are not limited to: Approximately 50 reports per year in the *Transportation Research Board Record Series—A Journal of the Transportation Research Board*, the bimonthly *TRNews*, the *TRB Annual Report*, the annual *Field Visit Program* publication, and the technical and financial reports presented semi-annually at Executive Committee meetings.

TRB shall provide these reports as soon as they are published rather than quarterly. The established reports above are also more detailed, more timely, and more numerous than typical progress reports, so will be used in lieu of quarterly reports.

The NAS or TRB, as appropriate, shall furnish annual financial information to the State DOTs and to FHWA on the status of the core services.

SECTION VII - AGENCY CONTACT

Address any questions to:

Aimee S. Drewry
Agreement Specialist
Federal Highway Administration
Office of Acquisition Management
1200 New Jersey Avenue, SE
Mail Drop: W36-481
Washington, DC 20590
Aimee.Drewry@dot.gov; (202) 366-4211