

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

***Executive Summary***

Federal Agency Name: U.S. Department of Transportation  
Federal Highway Administration  
Office of Acquisition Management  
1200 New Jersey Ave, S.E., Suite E65-101  
Washington, DC 20590  
Attention: Angela A. Jones, HAAM-20F

Funding Opportunity Title: ***“Garrett A. Morgan Technology and Transportation  
Education Program”***

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

Funding Opportunity Number: ***RFA Number DTFH61-12-RA-00005***

Catalog of Federal Domestic Assistance (CFDA) Number: 20.215

Dates: RFA Issue Date is December 20, 2011  
Application Due Date is February 17, 2012

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## **SECTION I – FUNDING OPPORTUNITY DESCRIPTION**

### **A. STATEMENT OF PURPOSE**

The purpose of the Garrett A. Morgan Technology and Transportation Education Program (GAMTTEP) is to improve the preparation of students, particularly women and minorities, in science, technology, engineering, and mathematics (STEM) through curriculum development and other activities related to transportation **education**.

### **B. LEGISLATIVE AUTHORITY**

The authority to award a grant for this effort is found in the Safe, Accountable, Flexible, Efficient, Transportation Equity Act: A Legacy for Users (SAFETEA-LU), Section 5204 (d)(1) (Public Law 109-59, 119 Stat. 1144 (Aug 10, 2005)) which states, “The Secretary shall establish the Garrett A. Morgan Technology and Transportation Education Program to improve the preparation of students, particularly women and minorities, in science, technology, engineering, and mathematics through curriculum development and other activities related to transportation. (2) Authorized activities--The Secretary shall award grants under this subsection on the basis of competitive peer review. Grants awarded under this subsection may be used for enhancing science, technology, engineering, and mathematics at the elementary and secondary school level through such means as--(A) internships that offer students experience in the transportation field; (B) programs that allow students to spend time observing scientists and engineers in the transportation field; and (C) developing relevant curriculum that uses examples and problems related to transportation.”

### **C. BACKGROUND/STATEMENT OF WORK**

Former Secretary of Transportation, Mr. Rodney E. Slater, unveiled the Garrett A. Morgan Technology and Transportation Futures Program (GAMTTFP) in May 1997 in Cleveland, Ohio, the birthplace of Garrett A. Morgan, an African-American inventor and entrepreneur. This national educational initiative was established to reach and challenge one million students of all ages to focus on math, science and technology skills in order to prepare themselves for the transportation workforce of the 21<sup>st</sup> century. Based on partnerships among all sectors of the transportation enterprise, GAMTTFP serves as a catalyst to enhance transportation education among youth through internships, mentoring, career and curriculum development, and other transportation-related activities. By the year 2000 GAMTTFP attained its initial goal to reach one million students.

In 2005, Congress elevated this important transportation education program to a new level by authorizing its establishment in the SAFTEA-LU, Public Law 109-59 Section 5204(d). Authorized in SAFETEA-LU as the Garrett A. Morgan Technology and Transportation Education Program (GAMTTEP), its purpose is to improve the preparation of students, particularly women and minorities, in science, technology, engineering, and mathematics STEM through curriculum development and other activities related to transportation.

To fulfill this purpose, the U.S. Department of Transportation, Federal Highway Administration (FHWA), is soliciting proposals to conduct programs to improve students' STEM skills at the elementary and secondary school levels (kindergarten through 12<sup>th</sup> grades (K-12)) throughout the nation. These programs will also assist in building the capacity of educational agencies to plan, implement, sustain, and evaluate transportation education activities in order to facilitate interest in the field of transportation and ultimately supply the skilled employees needed for the future transportation workforce.

### **Section 508 of the Rehabilitation Act of 1973**

#### **Accessibility Requirements:**

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 grant must be Section 508-compliant so that they can be web posted without further modification.

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

- a. Electronic documents with images  
Provide a text equivalent for every non-text element (including photographs, charts and equations) in all publications prepared in electronic format. Use descriptions such as "alt" and "longdesc" for all non-text images or place them in element content. For all documents prepared, vendors must prepare one standard HTML format as described in this statement of work AND one text format that includes descriptions for all non-text images. "Text equivalent" means text sufficient to reasonably describe the image. Images that are merely decorative require only a very brief "text equivalent" description. However, images that convey information that is important to the content of the report require text sufficient to reasonably describe that image and its purpose within the context of the report.
- b. Electronic documents with complex charts or data tables  
When preparing tables that are heavily designed, prepare adequate alternate information so that assistive technologies can read them out. Identify row and column headers for data tables. Provide the information in a non-linear form. Markups shall be used to

associate data cells and header cells for data tables that have two or more logical levels of row and column headers.

c. Electronic documents with forms

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

## SECTION II – AWARD INFORMATION

### A. FUNDING

Currently, total federal funding in the amount of \$1,800,000 is available for up to 18 awards.

**Note:** The Government reserves the right to award less than the anticipated number of awards and less than the estimated amount per grantee.

### B. COST SHARING OR MATCHING

Although this program does not require cost sharing or matching, eligible parties are encouraged to contribute resources as well as leverage the resources of partners to achieve more significant outcomes and ensure an institutional financial commitment to the project.

### C. NUMBER OF AWARDS ANTICIPATED

FHWA intends to award up to 18 grants as a result of this RFA.

### D. PERIOD OF PERFORMANCE

The project period for this grant is one year. Projects will be funded for one year without the possibility of automatic renewal.

### E. TYPE OF AWARD

Type of Award: Discretionary grants

Estimated Available Funds at time of Award: \$1,800,000.

Estimated Award per grantee: \$100,000

## F. DEGREE OF FEDERAL INVOLVEMENT

The Federal Highway Administration (FHWA) anticipates limited Federal involvement between FHWA and the Recipient during the course of this project. FHWA anticipates the Federal involvement will include:

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

## SECTION III - ELIGIBILITY INFORMATION

### A. ELIGIBLE APPLICANTS

Local educational agencies (LEAs) and State educational agencies (SEAs) are eligible to apply for these grants. (See Definitions section below for the meaning of a LEA and SEA).

***Applications will be rejected if they are not received from a LEA or SEA. Applicants must verify in Attachment A that they meet the eligibility requirements.*** Institutions of higher education, businesses, or other entities may enter into a partnership agreement with a LEA or SEA to assist with program activities.

#### 1. Partnerships

Since its inception, partnerships have been a key component of the GAMTTEP and partnerships will continue to play a **critical** role in the program. To ensure that transportation is an integral part of the program, the eligible parties (SEAs and LEAs) are strongly encouraged to enter into a partnership agreement with the State Department of Transportation (DOT). LEAs should also consider partnering with their respective SEAs in order to enhance efficiency and effectiveness within the State and maximize program impact. SEAs may also seek out opportunities to partner with other SEAs. In addition, SEAs and LEAs are strongly encouraged to partner with institutions of higher education, businesses, or other entities to enhance the program's impact in terms of geographic span, target audiences, skill sets, and other key elements. Partners should include a diverse group of professional, technical, community, and minority-based organizations, disadvantaged business enterprises (DBEs), and others, and should be strategically selected based on their knowledge, expertise, or experience in advancing program goals. Both monetary and in-kind contributions should be encouraged to better leverage funding and maximize the programs' reach and impact.

## 2. Priority

In accordance with SAFETEA-LU (Public Law 109-59, Section 5204(d)(3)(B)), priority shall be given to applicants that encourage the participation of women and minorities.

## DEFINITIONS

**Local Educational Agency** – A public board of education or other public authority legally constituted within a State for either administrative control or direction of, or to perform a service function for, public elementary schools or secondary schools in a city, county, township, school district, or other political subdivision of a State, or of or for a combination of school districts or counties that is recognized in a State as an administrative agency for its public elementary schools or secondary schools. (Section 9101 of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 7801).

**State Educational Agency** – The agency primarily responsible for the State supervision of public elementary schools and secondary schools. (Section 9101 of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 7801).

**Institution of Higher Education** - The term “institution of higher education” has the meaning given that term in Section 101 of the Higher Education Act of 1965 (20 U.S.C. 1001).

## SECTION IV – APPLICATION AND SUBMISSION INFORMATION

### A. APPLICATION FORMS

Applicants shall complete all forms included in the Application Package for this RFA as contained at [www.grants.gov](http://www.grants.gov). Applicants shall submit the Application Package online at [www.grants.gov](http://www.grants.gov). Applicants are encouraged to register early at [www.grants.gov](http://www.grants.gov). New user registrations can take up to two weeks to complete. Applicants must be registered at [www.grants.gov](http://www.grants.gov) in order to submit an application online as required.

### B. CONTENT AND FORM OF APPLICATION SUBMISSION

The application package shall consist of the following:

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

3) Eligibility Verification Form (See Attachment A)

**Note: Applications received without a signed Attachment A will be rejected as incomplete.**

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

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

Submit your application in the following:

**Part I - Technical Application**

**NOTE: The Technical Application cannot exceed 25 pages.**

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

1. Proposals 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.

Technical applications must contain:

**1. TECHNICAL & MANAGEMENT APPROACH:**

The 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.

**Note: Application shall clearly provide information relevant to the Technical Evaluation Criteria contained herein in Section V, Application Review Information.**

**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 brief resumes for the proposed Program Manager and other key personnel to include name, experience, education, and proposed role in project. **Note:** *Resumes do not count against the designated page limitations.*

**Note:** The application shall clearly provide information relevant to the Technical Evaluation Criteria contained herein in Section V, Application Review Information.

### 3. EXPERIENCE:

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

**Note:** The application shall clearly provide information relevant to the Technical Evaluation Criteria contained herein in Section V, Application Review Information.

## **Part II - Budget Application**

**NOTE:** There is no page limit on budget applications.

Budget applications must contain:

1. Detailed spreadsheet and supporting information clearly delineating and supporting all estimated costs as follows:
  - Provide labor categories, labor hours or percentage of time and labor rates.
  - Provide indirect rates and base, include any audit information to support rates.
  - Provide verification for all indirect rate agreements or audits in place.
  - Provide supporting information to justify estimates for Other Direct Costs such as equipment, travel, etc.
  - Provide detail and support for any cost share as part of the overall project budget.

**Note:** In accordance with 49 CFR Part 18 Section 22, profit is an unallowable cost for the grantee and subgrantee; however, profit may be allowable for cost-type contractors under the agreement.

**Note:** Travel will be reimbursed at cost in accordance with the Travel Clause in Section VI of this RFA.

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 grants. 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 that the last A-133 Single Audit was completed.

The applicant is directed to review Title [2 CFR §170](#) dated September 14, 2010, and [Appendix A](#) thereto, and acknowledge in its application that it understands the requirement, has the necessary processes and systems in place, and is prepared to fully comply with the reporting described in the term if it receives funding resulting from this Request for Applications. Appendix A will be incorporated in the award document.

#### C. SUBMISSION DATES AND TIMES

**Note:** Applications must be received electronically through [www.Grants.gov](http://www.Grants.gov) by 2:00 pm EST time on February 17, 2012.

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

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

#### D. FUNDING RESTRICTIONS

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

#### E. OTHER SUBMISSION REQUIREMENTS

FHWA uses [www.Grants.gov](http://www.Grants.gov) for receipt of all applications. Applicants must register with [www.Grants.gov](http://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](http://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

#### **PEER REVIEW PROCESS**

Upon receipt, FHWA staff will screen each application for completeness and to ensure all program eligibility requirements are met.

Applications that are complete and meet minimum eligibility requirements will be further evaluated by a peer review panel consisting of a minimum of three professionals in the transportation and education fields. The panel will evaluate and score the applications based on the selection criteria identified below.

The following selection criteria will be used to evaluate all proposals. For ease of reading by the reviewers, the applicants' narrative description should follow the sequence of criteria provided below. In instances where a sub criterion is identified, applicants must address each sub criteria to qualify for the maximum number of points for those criteria.

**FHWA will evaluate the technical application based on the following six (6) technical criteria and sub criterion listed in descending order of importance (criteria 4 to 6 are of equal importance):**

#### **TECHNICAL**

##### **1. Emphasis on Targeted Population**

- A. The extent to which the proposed program encourages the participation of **women and minority** students at the K-12 academic levels.
- B. The extent to which partnerships exists with women and minority-based organizations such as Minority Institutions of Higher Education, women and minority-owned businesses, DBEs, associations, and other women and minority oriented entities.

**Note: The intent of the GAMTTEP “is to improve the preparation of students, particularly women and minorities, in science, technology, engineering, and mathematics through curriculum development and other transportation related activities.” Therefore, those programs that focus their activities toward women and minorities shall be given priority consideration.**

**2. Nature/Infrastructure of Partnership**

- A. The extent to which the partnership includes a consortium of public and private sector partners (government, technical, professional, community, and minority-based organizations, businesses, institutions of higher education, etc.), and the rationale for the selections. At least one (1) partnership should be with the State DOT.
- B. The quality of the partnership infrastructure as demonstrated by the degree to which the partnership contains the following characteristics needed for a successful partnership:
  - 1) Active involvement of participating partners in the establishment of the mission, goals, objectives, and activities. A partnership agreement or memorandum of understanding for each partner is in place that clearly defines the partners' roles in the collaboration and the scope of services to be provided.
  - 2) A clearly defined management structure that identifies the lead organization's role and responsibilities, operating procedures describing how the partners will work together to achieve the desired outcomes, reporting requirements, and an overall strategy for fostering a successful collaboration.

**3. Sustainability**

The extent to which the proposed project is able to build capacity and be sustained after the federal funded period has ended. Evidence of sustainability is demonstrated by such factors as level of community commitment and ownership of the proposed project, level of in-kind contributions within the partnership, and/or an institutional financial commitment to the project.

**4. Quality of Personnel**

- A. The qualifications of lead organization's key personnel (Project Director and other key personnel) that demonstrates a high level of fiscal, technical, administrative, and program management capacity to manage and disburse funds, provide monitoring and oversight, and perform all the duties needed for successful administration of the program. Experience in providing service to the K-12 student population, particularly women and minorities is evident.
- B. The qualification, including relevant training and experience of key personnel of partners. Experience in providing services to the K-12 student population, particularly women and minorities is evident.

## 5. **Quality of Work Plan**

In determining the quality of work plan, the following factors will be considered:

- A. Clearly defined mission or purpose, and identification of goals, objectives, and activities that are relevant, age appropriate, and successfully addresses the unique needs of the targeted population. The goals, objectives, and expected outcomes are specific, time-framed, attainable, and measurable, and are neither too limited in scope nor too broad.
- B. The capacity to accomplish the goals, objectives, and activities on time and within the proposed budget as demonstrated by clearly defined actions, responsible persons(s), timelines, milestones, expected outcomes, and deliverables.
- C. The extent to which the program identifies and addresses specific gaps, weaknesses, or barriers to improve STEM skills for the targeted population, and proposes innovative techniques **to address** such areas.

## 6. **Evaluation Plan**

In determining the quality of the evaluation plan for the proposed project, the following factors will be considered:

- A. The extent to which the **evaluation methods** are measurable and appropriate to the goals and objectives and outcomes of the proposed project, and will produce both quantitative and qualitative data as applicable.
- B. The extent to which the **evaluation methods** will provide accurate performance feedback on the effectiveness of the partnership in meeting its stated goals and objectives.

## **BUDGET**

A detailed budget that clearly shows how the cost items relate to the proposed project's goals, objectives, and activities, and how the costs were estimated. The proposed budget expenses are essential and reasonable in relation to the program's proposed scope, and stated goals and objectives.

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 the application principles.

**Note: FHWA encourages applicants to propose using all available funding for performance of this project. Applications proposing to use less than the amount available will not be evaluated less favorably.**

## B. REVIEW AND SELECTION PROCESS

The Government will accept the applications that are considered the most advantageous to the Government taking into account the best use of available funds to meet the program legislation.

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.

**NOTE: Preference will be given to those applicants who have not heretofore received a grant award previously under the Garrett A. Morgan Technology Transportation and Education Program.**

## C. ANTICIPATED ANNOUNCEMENT AND AWARD DATES

FHWA anticipates making award on or about June 10, 2012.

## D. AWARD NOTICES

If your application is selected for award, you will be notified and sent an award document for signature. Applicants not selected for award will be notified in writing by FHWA. Only the Agreement Officer can commit the Government. The award document, signed by the Agreement Officer, is the authorizing document.

Notice that an organization has been selected as a Recipient does not constitute approval of the application as submitted. Before the actual award, FHWA may 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 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 Cooperative Agreements to State and Local Governments (49 CFR 18)”, [*located at: <http://www.dot.gov/ost/m60/grant/49cfr18.htm>*];

- 2 CFR Part 225 (OMB Circular A-87), “Cost Principles for State and Local Governments” , [located at:  
<http://www.whitehouse.gov/omb/circulars/a087/a087-all.html>];
- 2 CFR Part 220 (OMB Circular A-21), “Cost Principles for Educational Institutions” [located at:  
<http://www.whitehouse.gov/omb/circulars/a021/a021.html>];
- OMB Circular A-102, “Grants and Cooperative Agreement with State and Local Governments”, [located at:  
<http://www.whitehouse.gov/omb/circulars/a102/a102.html>];
- 2 CFR Part 230 (OMB Circular A-122), “Cost Principles for Non-Profit Institutions” [located at:  
<http://www.whitehouse.gov/omb/circulars/a122/a122.html>];
- OMB Circular A-133, “Audits of States, Local Governments, and Non-Profits” [<http://www.whitehouse.gov/omb/circulars/a133/a133.html>];
- 2 CFR 170 and Attachment A; and
- Any other applicable Federal regulation or statute.

## 2. RESPONSIBILITIES OF THE RECIPIENT

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

- Coordinating and managing work, including issuing and managing subcontracts/sub awards and consulting arrangements, as necessary.
- Submitting all required reports including Quarterly Technical Progress Reports, and Annual Budget Reviews. (See Paragraph B of this Section, entitled Reporting.)
- Meeting with the FHWA Agreement Officer’s Technical Representative (AOTR) as necessary.
- Participating in a kick-off meeting with the Agreement Officer (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 grant shall be reimbursed pursuant to the requirements of the cost principles (i.e. 2 CFR Part 230, 2 CFR Part 220, etc.). Per the relevant cost principles, in the absence of an acceptable, written institution policy

regarding travel costs, the rates and amounts established in the Federal Travel Regulations in effect at the time of travel shall apply. In addition, all non-domestic travel shall be approved by the AO prior to incurring costs. Travel requirements under this grant agreement shall be met using the most economical form of transportation available. If economy class transportation is not available, the request for payment vouchers must be submitted with justification for use of higher class travel indicating dates, times, and flight numbers.

**4. AMENDMENTS**

Amendments to this grant 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 grant.

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

The AO has designated (to be completed at award) as Technical Representative to assist in monitoring the work under this grant. The AOTR will oversee the technical administration of this grant 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 grant 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 total funding obligated.

## 8. COPYRIGHTS

Pursuant to 49 CFR Part 18.34, FHWA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes the copyright for any work developed under this grant.

## 9. PAYMENT

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

Payment for Reimbursement: When requesting reimbursement of costs incurred and credit for cost share incurred the Recipient shall submit supporting cost detail with the SF 270 to clearly document costs incurred. Cost detail includes a breakout of all costs incurred including, direct labor, indirect costs, other direct costs, cost share, travel, etc.

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

Instructions for Submission of Requests for Advance or Reimbursement:

Requests for advance or reimbursement and required supporting documents, should be sent via e-mail to the following e-mail address: [9-AMC-AMZ-FHWA-Invoices@faa.gov](mailto:9-AMC-AMZ-FHWA-Invoices@faa.gov).

- a) Include the request for advance or reimbursement and supporting documents as an attached PDF document.
- b) Include in the e-mail subject line the following:
  - (i) Requests for Advance or Reimbursement #

- (ii) Agreement Number
- (iii) Name of your Company/Organization
- (iv) Attention: Angela. A. Jones

Example: Invoice No. 1 of Grant Agreement No. DTFH61-12-G-00005, ABC Corporation, Attention: Angela. A. Jones

If the request for advance or reimbursement and supporting documents exceed 8 MB, as an e-mail attachment, the recipient must select one of two non-electronic submission options presented below:

1. Requests for advance or reimbursement may be submitted via regular U.S. Postal Service to the following P.O. Box address:

Federal Highway Administration  
Markview Processing  
P.O. Box 268865  
Oklahoma City, OK 73126-8865  
Attention: Angela A. Jones

2. Requests for advance or reimbursement submitted via an overnight service must use the following physical address because delivery services other than the U.S. Postal Service will not deliver to the P.O. Box address noted above:

MMAC  
FHWA/AMZ-150  
6500 MacArthur Blvd.  
Oklahoma City, OK 73169  
Attention: Angela A. Jones

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

**NOTE: All three request for advance or reimbursement submission options described above (e-mail, U.S. Postal Service or overnight service) result in the delivery of the request for advance or reimbursement to the same finance office in Oklahoma City, OK.**

## 10. ACKNOWLEDGEMENT OF SUPPORT AND DISCLAIMER

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

“This material is based upon work supported by the Federal Highway Administration under grant No. DTFH61-12-(to be filled in)”.

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 grant, 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 in accordance with 49 CFR Part 18.

#### 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.

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

#### 14. **FINANCIAL MANAGEMENT SYSTEM**

By signing this agreement, the Recipient verifies that it has, or will implement, a financial management system adequate for monitoring the accumulation of costs and that it complies with the financial management system requirements of 49 CFR Part 18. 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., 2 CFR Part 225 (OMB Circular A-87), “Cost Principles For State and Local Governments.” Disallowed costs are those charges to an agreement that the agreement agency or its representative determines to not be allowed in accordance with the applicable Federal Cost Principles of other conditions contained in the agreement.

**16. COST SHARING OR MATCHING**

If the Recipient proposes cost sharing, cost share contributions must be documented with sufficient detail to support the value of the contribution.

**17. AVAILABLE FUNDING**

The total not-to-exceed amount of Federal funding that may be provided for up to 18 grants is \$1,800,000 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 grant.
- (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 grant.

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.

**18. 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](http://www.ccr.gov).

**19. KEY PERSONNEL**

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

**20. 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.

**21. 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.

**22. DEBARMENT AND SUSPENSION REQUIREMENTS**

The Recipient shall comply with the Subpart C of 49 CFR Part 29, Government Debarment and Suspension (Nonprocurement). Further, the Recipient shall flow down this requirement to applicable sub awards 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/agreement/regs.html>).

**23. DRUG FREE WORKPLACE**

The Recipient shall comply with Subpart B of 49 CFR Part 32, Government-wide 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/agreement/regs.html>).

**24. OMB PAPERWORK REDUCTION ACT**

If the Recipient intends to perform survey(s) of any kind, the Recipient shall coordinate with the AOTR to ensure compliance with OMB Paperwork Reduction Act requirements as applicable.

**25. DISPUTES**

The parties to this agreement shall communicate with one another in good faith and in a timely and 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 Acquisition Management or designee 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 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, 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.”

26. **PRINTING**

If the Recipient will use FHWA funds for printing, then the Recipient must submit the publication to FHWA for printing through the Government Printing Office (GPO).

27. **ENCOURAGING RECIPIENT POLICIES TO BAN TEXT MESSAGING WHILE DRIVING**

(a) Definitions. As used in this clause—

“Driving”—

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

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

“Text messaging” means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

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

(c) The Recipient is encouraged to—

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

(i) Company-owned or -rented vehicles or Government-owned vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct initiatives in a manner commensurate with the size of the business, such as—

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

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

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

## **B. REPORTING**

### **1. ADDRESSES FOR SUBMITTAL OF REPORTS AND DOCUMENTS**

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

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

(to be filled in at award)

Submit one electronic copy to the AOTR at the following address:

(to be filled in at award)

## 2. **QUARTERLY PERFORMANCE PROGRESS REPORT (PPR)**

The Recipient shall submit an electronic copy and one hard copy of the SF-PPR, in PDF format, to the AOTR and Agreement Specialist, on or before the 30<sup>th</sup> of the month following the calendar quarter being reported. Final PPRs are due 90 calendar days after the end of the agreement period of performance.

Calendar Quarters are:

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

The SF-PPR is available online at [http://www.whitehouse.gov/OMB/grants/approved\\_forms/sf-ppr.pdf](http://www.whitehouse.gov/OMB/grants/approved_forms/sf-ppr.pdf)

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

- a) A summary of work performed for the current quarter;
- b) A summary of work planned for the upcoming quarter;
- c) A description of any problem encountered or anticipated that will affect the completion of work within the time and fiscal constraints as set forth in the agreement, together with recommended solutions to such problems; or, a statement that no problems were encountered;
- d) A tabulation of the current and cumulative costs expended by cost element (labor, travel, indirect costs, subcontracts, etc.) by period versus budgeted costs; and
- e) SF 425, Financial Status Report.

## 3. **FINAL REPORT**

The final report is due 90 calendar days before the expiration of the award. The final report shall summarize all the activities for the entire performance period. The final report shall include a program evaluation that measures the program's effectiveness in meeting stated goals and objectives as well as an assessment of the effectiveness of the partnership alliance. The final

report must include a measurement of the students' improvement in one or more of the STEM fields.

#### 4. **DELIVERABLES**

Deliverable  
(to be inserted at award)

To be Completed On or Before:  
(to be inserted at award)

#### 5. **REPORTING EXECUTIVE COMPENSATION**

##### Appendix A to Part 170—Award term

##### I. Reporting Subawards and Executive Compensation.

###### *a. Reporting of first-tier subawards.*

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111–5) for a subaward to an entity (see definitions in paragraph e. of this award term).

###### *2. Where and when to report.*

i. You must report each obligating action described in paragraph a.1. of this award term to <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/excomp.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 shall 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.

## SECTION VII - AGENCY CONTACT

Address any questions to:

Angela A. Jones, HAAM -20F  
Agreement Specialist  
Federal Highway Administration  
Office of Acquisition Management  
1200 New Jersey Avenue, S. E.,  
Mail Stop E65-101  
Washington, DC 20590

[Angela.Jones@dot.gov](mailto:Angela.Jones@dot.gov)

202-366-4255

Secondary point of contact is:

Carl Rodriguez, Agreement Officer  
Telephone No.: 202-366-4240  
Email: [Carl.Rodriguez@dot.gov](mailto:Carl.Rodriguez@dot.gov)

## ATTACHMENT A

### ELIGIBILITY VERIFICATION FORM

Please check one of the following:

\_\_\_\_\_ The applicant meets the definition of a local educational agency as stated in Section III.

\_\_\_\_\_ The applicant meets the definition of a State educational agency as stated in Section III.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date