Federal Grant Opportunity
Request for Applications (RFA)
Executive Summary

Federal Agency Name:	**U.S. Department of Transportation** **Federal Highway Administration** **Office of Acquisition Management** **1200 New Jersey Avenue SE** **Mail Drop: E65-101** **Washington DC 20590** **Attn: Eric Robinson, HAAM-20D**
Funding Opportunity Title:	**"Southern Plains Tribal Technical Assistance Program (TTAP) Center"**
Announcement Type:	**This is the initial announcement of this funding opportunity.**
Funding Opportunity Number:	**RFA Number: DTFH61-12-RA-00008**
Catalog of Federal Domestic Assistance (CFDA) Number:	**20.200**
Dates:	**RFA Issue Date is March 21, 2012** **Application Due Date/Time is April 23, 2012 at 4:00PM Eastern Time (ET)**
Direct Questions to:	**Eric Robinson, (202) 366-5507, eric.robinson@dot.gov**
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Attachments

- Attachment A – Estimated Level of Effort – 1 page
- Attachment B – Incumbent Agreement Award Information – 1 page

To Download Attachments:

1. Go to www.Grants.gov.
2. Select "Find Grant Opportunities" under "For Applicants" section on left side of webpage.
3. Select "Basic Search."
4. Search by Funding Opportunity Number: DTFH61-12-RA-00008
5. Select the Funding Opportunity "Southern Plains Tribal Technical Assistance Program (TTAP) Center"
6. Select "Full Announcement" button in center of page.
7. Download Attachments.

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

Informational Websites:

- http://flh.fhwa.dot.gov/programs/irr/ttap.htm - Current TTAP Centers
- http://www.ltap.org/ - National LTAP / TTAP

SECTION I - FUNDING OPPORTUNITY DESCRIPTION

The Federal Highway Administration (FHWA) hereby requests applications for assistance to result in the award of a new cooperative agreement, entitled, **"Southern Plains Tribal Technical Assistance Program (TTAP) Center."**

A. STATEMENT OF PURPOSE

The Federal Highway Administration (FHWA) is accepting applications for a cooperative agreement to operate the Southern Plains Tribal Technical Assistance Program (TTAP) Center servicing American Indian tribal governments in Oklahoma, Texas, and Kansas.

The Recipient will provide for the transfer of transportation technology, training and assistance to American Indian tribal governments for the prescribed region through the TTAP, a cooperative effort between the FHWA and the Bureau of Indian Affairs (BIA). TTAP is the tribal component of the FHWA Local Technical Assistance Program (LTAP).

The Recipient will coordinate with the FHWA in the implementation of the TTAP. Activities will focus on the transfer of technical and program information originating primarily from the FHWA, BIA, State Departments of Transportation (DOTs), Tribal Departments of Transportation, Tribal Governments, and the Intertribal Transportation Association.

B. LEGISLATIVE AUTHORITY

The authority to enter into this agreement is granted pursuant to Title 23 United States Code (USC), Section 504(b)(1) which states, "The Secretary shall carry out a local technical assistance program that will provide access to surface transportation technology to -- (A) highway and transportation agencies in urbanized and rural areas; (B) contractors that perform work for the agencies; and (C) infrastructure security staff. (2) Grants, cooperative agreements, and contracts. -- The Secretary may make grants and enter into cooperative agreements and contracts to provide education and training, technical assistance, and related support services to -- (A) assist rural, local transportation agencies and tribal governments, and the consultants and construction personnel working for the agencies and governments, to -- (i) develop and expand expertise in road and transportation areas (including pavement, bridge, concrete structures, intermodal connections, management systems, intelligent transportation systems, incident response, operations, and traffic safety countermeasures); (ii) improve roads and bridges;(iii) enhance -- (I) programs for the movement of passengers and freight; and (II) intergovernmental transportation planning and project selection; and (iv) deal effectively with special transportation-related problems by preparing and providing training packages, manuals, guidelines, and technical resource materials; (B) develop technical assistance for tourism and recreational travel; (C) identify, package, and deliver transportation technology and traffic safety information to local jurisdictions to assist urban transportation agencies in developing and expanding their ability to deal effectively with transportation-related problems particularly the promotion of regional cooperation; (D) operate, in cooperation with State transportation departments and universities -- (i) local technical assistance program centers designated to provide transportation technology transfer services to rural areas and to urbanized areas; and (ii) local technical assistance program centers designated to provide transportation technical assistance to tribal governments; and (E)

allow local transportation agencies and tribal governments, in cooperation with the private sector, to enhance new technology implementation."

C. BACKGROUND

The Local Technical Assistance Program (LTAP) formally known as the Rural Technical Assistance Program (RTAP) is a program of the Federal Highway Administration (FHWA). TTAP is the tribal component of the FHWA Local Technical Assistance Program (LTAP).

First introduced in the FY 1982 Department of Transportation and Related Agencies Appropriation Act (Public Law 97-102) $5 million was made available for rural technical assistance. Congress directed that the funding be used for technical assistance to meet the growing demands placed on rural roads from increased urban sprawl and the increased size and weight of trucks carrying goods from farm to market.

The LTAP /TTAP Program has been authorized in highway program authorization statutes since 1982. Over time, the Program has expanded to include 51 LTAP Centers and 7 TTAP Centers. The LTAP Centers are located in each state and Puerto Rico, some of which are housed at universities, with others within the State highway agencies. The TTAP Centers are located regionally to serve American Indian Tribal Governments. The TTAP is a training and technology transfer resource for American Indian tribal governments in the United States. TTAP is a cooperative effort between the FHWA and the BIA. The TTAP is funded with 100% federal funds. More information of the National LTAP /TTAP Program can be found at http://www.ltap.org/.

The Tribal Technical Assistance Program provides for American Indian tribal governments improved access for the prescribed region. The TTAP aims to:

1) distribute technical assistance and training activities at the tribal level;
2) help implement administrative procedures and new transportation technology at the tribal level;
3) provide training and assistance in transportation planning and economic development; and
4) develop educational programs to encourage and motivate interest in transportation careers among American Indian students.

The goals of TTAP are accomplished through technology transfer and training, research, and cultural consideration.

D. STATEMENT OF WORK

The Recipient will provide for the transfer of transportation technology, training and assistance to American Indian tribal governments for the prescribed region through the TTAP. The Recipient will operate a regional TTAP Center office or satellite office within the geographic region being served by the TTAP. Refer to Section V – Application Review Information.

To fulfill this purpose, FHWA is accepting applications for a cooperative agreement to operate a TTAP Center servicing Oklahoma, Texas, and Kansas. The TTAP operates under the LTAP/TTAP Strategic Plan that was updated in 2009 with a TTAP specific component, and is located at

http://www.ltap.org/about/strategicplan.php. The Strategic Plan defines five key focus areas that reflect current program functions for every TTAP center:

1) Safety
2) Workforce Development
3) Infrastructure Management
4) Capacity Building
5) Organizational Excellence

The five focus areas allow the national program and the individual TTAP Centers to assess performance, define outputs and outcomes, and manage program resources. The focus areas are inclusive rather than exclusive to better capture the many and diverse efforts of individual TTAP Centers that improve surface transportation in their respective regions. Safety is a primary concern of every part of the surface transportation system; Workforce Development reflects the important role TTAPs play in helping tribal governments attract, retain and retrain present and future workers; Infrastructure Management identifies the key TTAP role in developing strategies that maximize the performance of tribal infrastructure; and Capacity Building is a primary challenge to establish and maintain minimum standards and capabilities for tribes. Organizational Excellence is an overall element that assesses the efficient and effective management and deployment of resources towards the national strategic goals. The TTAP allows tribes to maximize the performance of their workforce and more effectively and efficiently manage the transportation infrastructure on tribal lands. This work includes such diverse areas as helping tribal leaders grow existing programs, meeting emerging workforce development challenges such as education, succession planning and recruiting, and promoting economic development and tourism.

E. Objectives

The Recipient of this agreement will perform the following objectives for the designated geographic region in a culturally appropriate manner:

1) Transfer transportation technology to American Indian tribal governments through training, technical assistance, and information access. Anticipated subjects include low volume roads, safety/drainage/pavements, gravel road maintenance, safety in work zones, and other aspects of infrastructure road management;
2) Provide a communication network on technical transportation issues among FHWA, BIA, State DOTs, tribal governments, cities, counties, and metropolitan and regional transportation organizations, including Metropolitan Planning Organizations and Regional Planning Organizations;
3) Assist in developing and implementing new transportation technologies and administrative procedures at the tribal level;
4) Provide tribal governments with training and technical assistance in Public Law 93-638 contracting, self-governance compacts, FHWA and BIA Programmatic Agreements, and non aspects of the Indian Reservation Roads (IRR) program as identified by Federal Lands Highway (FLH) and the BIA;
5) Provide training and technical assistance in intergovernmental transportation planning, project selection, tourism and recreational travel, and program management; AND

6) Provide ongoing contact and communication with tribal staff and elected officials, Federal and State agencies; this would include FHWA, BIA, FLH, State DOTs, and others as appropriate.

In cooperation with the FHWA and BIA, the Recipient will accomplish the aforementioned objectives by developing a work plan and activities aligned with the five focus areas identified in the LTAP/TTAP Strategic Plan. Safety, Workforce Development, Infrastructure Management, Capacity Building and Organizational Excellence, activities will be developed to produce program outputs that result in desired outcomes that align with the FHWA LTAP/TTAP Strategic Plan. Progress will be measured through annual program reporting requirements. Activities will include:

Activities:

1. Developing and maintaining an updated mailing list of stakeholders for the program. This list should be updated on an annual basis and inclusive of the following (if available): organization's name, mailing address, public point of contact, e-mail address, phone number and fax number.
2. Maintaining a transportation library and distributing transportation technology transfer materials. The transportation library may consist of both digital and hard copy materials.
3. Providing transportation related technical assistance and transportation technology transfer services.
4. Developing and conducting relevant transportation training sessions and seminars. Recipient shall ensure that key personnel have completed the NHI Instructor Development Course.
5. Publishing a newsletter. The Agreement Officer's Representative (AOR) shall have an opportunity to approve the newsletter prior to release. Once approved, this newsletter should be disseminated to the program stakeholders by mail or electronically as agreed upon by the AOR. This newsletter will be made available electronically upon request.
6. Conducting annual needs assessment to identify transportation needs of American Indian tribal governments in the region. This information will afford the Recipient to coordinate work plan efforts with the FHWA Resource Center and Program Offices and coordinate submission to the Division Offices to the Call for Services request.
7. Full participation in carrying out the goals and objectives of the LTAP/TTAP Strategic Initiative.
8. Conducting evaluations of the program effectiveness, including but not limited to the submission of annual program performance reports – the Program Assessment Report (PAR) and the Center Assessment Report (CAR) as provided for in the LTAP/TTAP Strategic Plan.
9. Developing and maintaining a Regional TTAP web presence. The website should include at a minimum: TTAP Center program and contact information, states and tribal governments in the service area, TTAP Center training calendar, TTAP Center library[1], and links to other TTAP Centers and the National LTAP/TTAP website at http://www.ltap.org/ which contains

[1] The TTAP Center library shall list all items and identify those only available in print.

the National Clearinghouse[2] and other relevant information. The website should be updated no less frequently than quarterly to ensure information is relevant and links are up to date.

F. TECHNICAL ADVISORY COMMITTEE

The Recipient will form a technical advisory group to provide input on the development of its program. To limit the influence of any particular group, the membership of the technical advisory committees shall include, but not be limited to, representatives of the American Indian tribal governments in the region served, as well as representatives from FHWA, BIA, and State DOTs. The advisory group should provide comments on the annual work plan for consideration as related to the needs identified by the end user through the annual program assessment. The group should convene no less than twice annually. Minutes and other documents received by or generated by the committee must be made available to the public.

The FHWA and BIA will cooperate with the Recipient to provide national and tribal level information and data needed to support the TTAP objectives. Both the FHWA and BIA may provide selected technology transfer information and training course materials to the Recipient for dissemination to tribal governments. Part of this transfer will occur at regional and national program meetings. The TTAP Centers are members of the National LTAP/TTAP Association (NLTAPA) and make up Region 2. The Recipient will attend the National LTAP/TTAP Conference, Region 2 Meeting, and National Tribal Transportation Conference.

The FHWA will support efforts by the Recipient through the LTAP/TTAP Clearinghouse to expand TTAP center access to technical materials. The Recipient shall provide the LTAP/TTAP Clearinghouse with information and materials to support enhanced operations.

G. TRANSITION ACTIVITIES TO SUCCESSOR RECIPIENT

The incumbent Recipient will provide services needed to assist in a smooth and orderly transition between the incumbent Recipient and a successor Recipient to ensure minimum disruption to vital Government business. These services may include, but are not limited to: data and other file transfer, material transfer, coordination with the incumbent Recipient, and other activities to assist in an orderly transfer and establishment of continued operation of the agreement services. The incumbent Recipient will be required to identify equipment relevant to technology transfer and training purchased under the cooperative agreement for transfer to the successor Recipient. The incumbent Recipient is expected to cooperate fully in the transition.

H. OPTIONAL ACTIVITIES

These additional activities described here are dependent on the Government's exercise of the option. No activity in this area shall be undertaken without this option being exercised in writing.

[2] The National LTAP/TTAP Clearinghouse is managed by ARTBA Transportation Development Foundation which acts as a central source of information for LTAP/TTAP centers, local officials and other industry stakeholders

Activities (Optional):

10. Coordinate and facilitate tribal transportation specific conferences and meetings in conjunction with another entity (i.e. State DOT, consortium, FHWA Program Offices) with a regional specific or national scope.
11. Coordinate and facilitate activities related to the Tribal Transportation Safety Management System (SMS). These activities include but are not limited to:
    a. Development of tribal safety plans - In coordination with other safety partners, FHWA provides assistance to Tribes that are interested in developing safety plans that are specific to the needs of their Reservations or communities. These plans are to bring to focus all approaches to solve safety problems within the reservations or communities. The plans identify and prioritize safety needs, include a safety policy or mission statement, and cover the areas of engineering, education, enforcement and emergency medical services (input from agencies representing these areas). Coordination among State, Tribal, and Federal governments is essential in the quest to reduce fatalities in Indian Country.
    b. Coordination and facilitation of tribal safety summits - These state level tribal safety summits provide opportunities for various safety stakeholders in 4 Es (engineering, education, enforcement, and EMS) to discuss Tribal safety needs and solutions, share noteworthy practices, and identify available resources. The summits are sponsored by the Office of Federal Lands and hosted by Tribal and State entities.

I. SECTION 508 OF THE REHABILITATION ACT OF 1973

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

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

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

Electronic documents with images

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

Electronic documents with complex charts or data tables

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

Electronic documents with forms

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

SECTION II – AWARD INFORMATION

A. FUNDING

FHWA anticipates Federal funding in the amount of $1,400,000 will be made available for the award subject to availability with up to an additional $100,000 for the optional activities if exercised. FHWA anticipates this funding will be made available for each award subject to availability of funds based on the following schedule:

Base Period[3] (Agreement Year 1):	$280,000
Base Period (Agreement Year 2):	$280,000
Option Year 1 (Agreement Year 3):	$280,000
Option Year 2 (Agreement Year 4):	$280,000
Option Year 3 (Agreement Year 5):	$280,000
Subtotal	**$1,400,000**
Optional Activities	$100,000
TOTAL	**$1,500,000**

Application preparation costs are not allowable as direct charges under this agreement.

B. COST SHARING OR MATCHING

Federal Share of the cost of activities carried out by the tribal technical assistance program centers under paragraph 23 USC 504(b)(3) shall be 100 percent. The FHWA does not request, nor will it accept, cost share if offered. Program income will be handled in accordance with SECTION VI, Item **18. Program Income**.

C. NUMBER OF AWARDS ANTICIPATED

FHWA anticipates making one award from this RFA.

D. PERIOD OF PERFORMANCE

The period of performance for this cooperative agreement will be two base years with three option years, commencing from the effective date of the agreement. FHWA may unilaterally elect to extend the term of the Agreement for one or more of the option year(s) specified herein. A review will be conducted annually and the Recipient will be given a preliminary notice 60 days prior to the completion date of the agreement indicating whether FHWA intends to exercise an option year under the agreement. The preliminary notice does not commit FHWA to an extension. The total duration of this agreement, including the exercise of any options, is 60 months.

The U.S. DOT/FHWA anticipates the effective date of this agreement will be on or about July 1, 2012

[3] Includes transition costs

E. DEGREE OF FEDERAL INVOLVEMENT

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

1) Technical assistance and guidance;
2) Close monitoring during performance;
3) Participation in kick off and status meetings,
4) Facilitating annual budget review;
5) Participation on technical advisor panel;
6) Provision of the information and data to the center;
7) Provision of documents and other technology transfer materials;
8) Review and provide pre-approval of Newsletter; and
9) Facilitate coordination with identified key partners.

F. TYPE OF AWARD

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

SECTION III - ELIGIBILITY INFORMATION

A. ELIGIBLE APPLICANTS

This competition is full and open to all qualified applicants.

B. COST SHARING OR MATCHING

The Federal Share of the cost of activities carried out by the tribal technical assistance program centers under paragraph 23 USC 504(b)(3) shall be 100 percent. The FHWA does not request, nor will it accept, cost share if offered. Program income will be handled in accordance with SECTION VI, Item **18. Program Income**.

SECTION IV – APPLICATION AND SUBMISSION INFORMATION

A. APPLICATION FORMS

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

B. CONTENT AND FORM OF APPLICATION SUBMISSION

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

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

- SF424 (***Note*: Applicants may leave 5a, 5b, 6, 7, 13 and blank on the form.)**
- SF424A (***Note*: Section A: block 1(a) print opportunity title listed on page 1; block 1(b) print the CFDA number listed on page 1; block 1(c) print $ Total Federal Funds Requested; block 1(d) print $ Total Cost Share = $0, and leave blank columns (e), (f), and (g) and rows 2, 3, and 4.**)
- SF424B
- SF-LLL (***Note*: The form must be completed and submitted even if no lobbying to report. If no lobbying to report insert none or N/A in the relevant blocks.**)
- Grants.gov Lobbying Form
- Attachments:

1) **Volume 1 – Technical Application** as described below: - 50 double spaced pages maximum

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

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

- Part I Cost Information and Other Financial Information

Submit your application in the following format.

Volume 1 - Technical Application

***Note*: The Technical Application cannot exceed 50 pages double spaced.** In the event an application exceeds the 50 - page limitation, the Government will evaluate only the first 50 pages of the application.

- Applications will be prepared on 8½ x 11 inch paper except for foldouts used for charts, tables or figures, which will not exceed 11 x 17 inches. Foldouts will not be used for text, and will count as two pages.

- A page is defined as one side of an 8 ½ by 11 inch paper. Therefore, a piece of paper with printing on both sides is considered two pages.
- Text will be printed using the Times New Roman, and with no less than 12 cpi.
- Page margins will be a minimum of 1 inch top, bottom and each side.
- Pages shall be number consecutively starting with the first page.
- No cost/price data will be included in Part I.

Technical applications must contain:

Part I - Technical and Management Approach

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

a. Describe in detail how you would proceed if awarded this agreement and how you propose to meet the program objectives, activities, and the anticipated outcomes.
b. Include a discussion on proposed Activity outcomes, work products, and timeframes/timelines.
c. Include your five year outline work plan and a detailed work plan for the first year.

Part II - Staffing Approach:

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

Part III - Experience:

a. For each Activity, provide a summary of the applicant's recent (within the last 5 years) and relevant experience related to this project.

Part IV - Past Performance:

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

Volume 2 - Budget Application

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

Part I – Cost Information and Other Financial Information

Provide a separate detailed budget plan for each year, and then summarized for all years for all Activities. There should be a total of eight spreadsheets as detailed below. Spreadsheets can be formatted similarly to the format in DOT Form 4220.44 located at: http://www.fhwa.dot.gov/aaa/pdfs/frm4220_44.pdf. An estimated yearly level of effort is provided as Attachment A to this Request for Applications (RFA).

Period[4]	Summaries
Base Period (Agreement Year 1):	Summary Spreadsheet for Transition Costs[5]
Base Period (Agreement Year 1):	Summary Spreadsheet for Year 1
Base Period (Agreement Year 2):	Summary Spreadsheet for Year 2
Option Year 1 (Agreement Year 3):	Summary Spreadsheet for Option Year 1
Option Year 2 (Agreement Year 4):	Summary Spreadsheet for Option Year 2
Option Year 3 (Agreement Year 5):	Summary Spreadsheet for Option Year 3
Optional Activity	Summary Spreadsheet for Optional Activity s
TOTAL	Summary Spreadsheet for all Activities & Years

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

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

[4] The total costs for each year shall not exceed the limits in SECTION II, Item A FUNDING.

[5] These would be the costs associated with transitioning the TTAP activities from the predecessor recipient.

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

2. Identify any exceptions to the anticipated award Administrative Information in Section VI. Identify any preexisting intellectual property that you anticipate using during award performance, and your position on its data rights during and after the award period of performance.
3. If sub-recipients (lower-tiered organizations and/or individual consultants) will be used in carrying out this project, the following minimum information concerning such, should be furnished:
    a. Name and address of the organization or consultant.
    b. Description of the portion of work to be conducted by the organization or consultant.
    c. Cost details for that portion of work.
    d. Letter of commitment from sub-recipient.
4. The use of a Dun and Bradstreet (D&B) Data Universal Numbering System (DUNS) number is required on all applications for Federal grants or cooperative agreements. Please provide your organization's DUNS number in your budget application.
5. A statement to indicate whether your organization has previously completed an A-133 Single Audit and, if so, the date that the last A-133 Single Audit was completed.
6. Include a statement to indicate whether a Federal or State organization has audited or reviewed the applicant's:
    a. accounting system,
    b. purchasing system, and/or
    c. property control system.

    If such systems have been reviewed, provide summary information of the audit/review results to include as applicable summary letter or agreement, date of audit/review, Federal or State point of contact for such review.
7. Terminated cooperative agreements or contracts - List any cooperative agreements or contracts that were terminated for convenience of the Government within the past 3 years, and any contract that was terminated for default within the past 5 years. Briefly explain the circumstances in each instance.
8. Describe how your organization will obtain the necessary resources to complete this agreement.
9. The applicant is directed to review Title 2 CFR §170 [located at http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&tpl=/ecfrbrowse/Title02/2cfr170_main_02.tpl] dated September 14, 2010, and Appendix A thereto, [located at http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=10ee5024047f849dcfc5c299ee2626af&rgn=div9&view=text&node=2:1.1.1.8.8.3.1.8.2&idno=2] and acknowledge in its application that it understands the requirement, has the necessary processes and systems in place, and is prepared to fully comply with the reporting described in the term if it receives funding resulting from this Request for Applications. Appendix A will be incorporated in the award document.

C. SUBMISSION DATES AND TIMES

Applications must be received electronically through www.Grants.gov by the application due date/time listed on page 1 of this Request for Application package.

The deadline stated on page 1 is the date and time by which the agency must receive the application.

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

D. FUNDING RESTRICTIONS

This award will not allow reimbursement of pre-award costs or application preparation costs.

E. OTHER SUBMISSION REQUIREMENTS

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

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

SECTION V – APPLICATION REVIEW INFORMATION

A. EVALUATION FOR RESPONSIVENESS

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

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

B. EVALUATION CRITERIA

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

TECHNICAL: The applicant's technical competence and understanding of the Activities required to carry out the objectives of this agreement. Technical applications will be evaluated based on the following criteria which are listed in descending order of importance with factors #1 and #2 of equal importance. The sub-factors within each factor are of equal weight:

1. Understanding and Approach. Applications will be evaluated on:
    a. Demonstrated understanding of the Tribal Technical Assistance Program
    b. Demonstrated understanding of regional tribal transportation needs;
    c. Soundness, adequacy and reasonableness of the technical and management approach to successfully achieve the program objectives; and
    d. Location of proposed TTAP center: Ability of center location to serve the geographic region and transition plan from the predecessor recipient.
2. Experience. Applications will be evaluated on the applicant's demonstrated experience to successfully achieve the program objectives, including demonstrated experience with the following:
    a. Tribal governments having transportation responsibilities;
    b. The Indian Reservation Roads Program (IRR);
    c. The LTAP and TTAP programs;
    d. Working with tribes and tribal governments in this geographic region; and
    e. Transportation technology transfer.
3. Staffing. Applications will be evaluated on the staffing approach and demonstrated qualifications of the proposed staffing to successfully achieve the program objectives.
    a. Program Manager
    b. Other staff

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

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

C. REVIEW AND SELECTION PROCESS

The Government will accept the application that is considered the most advantageous to the Government taking into account the best use of available funds to meet the objectives of the program legislation. The three evaluation factors are in descending order of importance: (1) Technical, (2) Cost, and (3) Past Performance, with Technical more important in the resultant award decision than Cost and Past Performance factors combined.

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.

D. ANTICIPATED ANNOUNCEMENT AND AWARD DATES

FHWA anticipates making award on or about June 19, 2012.

E. AWARD NOTICES

If your application is selected for award, you will be notified and sent an award document for signature. Applicants not selected for award will be notified in writing by FHWA.

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

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

SECTION VI – AWARD ADMINISTRATION INFORMATION

A. ADMINISTRATIVE AND NATIONAL POLICY REQUIREMENTS

1. GOVERNING REGULATIONS

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

For Indian Tribal Governments:

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

For State and Local Governments:

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

For Institutions of Higher Education:

- 49 CFR 19, ―Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations", the DOT codification of OMB Circular A110 [located at: www.dot.gov/ost/m60/grant/49cfr19.htm];
- 2 CFR Part 220 (OMB Circular A-21), ―Cost Principles for Educational Institutions" [located at http://edocket.access.gpo.gov/2005/05-16648.htm];
- OMB Circular A-133, ―Audits of States, Local Governments, and Non-Profits" [located at www.whitehouse.gov/sites/default/files/omb/circulars/a133/a133.pdf];

For Non-Profit Organizations:

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

For Hospitals:

- 49 CFR 19, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations", the DOT codification of OMB Circular A110 [located at: www.dot.gov/ost/m60/grant/49cfr19.htm];
- 45 CFR 74, App E, "Principles for Determining Costs Applicable to Research and Development under Grants and Contracts with Hospitals" [located at http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr;sid=85fa827d5b4cde0a8286b0541125d28e;rgn=div5;view=text;node=45%3A1.0.1.1.35;idno=45;cc=ecfr#45:1.0.1.1.35.6.11.3.11]
- OMB Circular A-133, "Audits of States, Local Governments, and Non-Profits" [located at www.whitehouse.gov/sites/default/files/omb/circulars/a133/a133.pdf];

For-profit Organizations:

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

For all organizations:

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

2. RESPONSIBILITIES OF THE RECIPIENT

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

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

3. TRAVEL AND PER DIEM

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

4. AMENDMENTS

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

5. AGREEMENT OFFICER'S REPRESENTATIVE (AOR)

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

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

6. PUBLIC ACCESS TO DOCUMENTS

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

7. INDIRECT COSTS

Indirect costs are allowable under this agreement as follows:

Indirect Rate Type	*Rate (%)*	*Base*
(Information	**to be filled in at award)**	

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

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

8. DATA RIGHTS

The Recipient will make available to the Government copies of all work developed in performance with this cooperative agreement, including but not limited to software and data. The Government and others acting on its behalf will have unlimited rights to obtain, reproduce, publish or otherwise use the data developed in the performance of this cooperative agreement pursuant to 49 CFR Part 18 or 19, and as applicable:

- Upon completion of this Agreement, the Recipient will provide complete, useable electronic copies of the information center databases and libraries to the Government, including any source code.
- During the period of performance of this Agreement, the Recipient may access the information center databases for its own independent analyses, reporting, and distribution purposes.
- The Recipient will make the information center databases and libraries available to the Government and State agencies for analyses and for report generation without an additional fee.
- The Recipient may make the databases and libraries available to other organizations, and may choose whether or not to charge a fee for service. (See Section VI, Paragraph 19: *Program Income*.)
- Personally Identifiable Information (PII)[6] will not be requested unless necessary and only with prior approval of the Agreement Officer (AO) or Agreement Specialist (AS), with concurrence from the Agreement Officer's Representative (AOR).
- The Recipient will not provide information about private individuals or customers to others without prior approval of the Agreement Officer (AO) or Agreement Specialist (AS), with concurrence from the AOR. This includes mailing lists that may have personal addresses.
- Written materials intended for the general public, whether posted on a website, electronically, or in print, must comply with the standards of the U.S. Government Printing Office's Style Manual, available at http://www.gpoaccess.gov/stylemanual/browse.html.

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 _____] not-to exceed the funds currently available as stated in herein. The Recipient will submit an electronic copy of the SF 270, Request for Advance or Reimbursement, no more frequently than monthly, to the finance office in Oklahoma City.

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

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

Payments by Reimbursement: When requesting reimbursement of costs incurred, the Recipient will submit supporting cost detail with the SF 270 to clearly document costs incurred. Cost detail includes a detailed 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 reimbursement until sufficient detail is received. In addition, reimbursement will not be made without AOR review and approval to ensure that progress on the Agreement is sufficient to substantiate payment. After AOR 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://www.fhwa.dot.gov/aaa/forms2.htm .

SUBMISSION INSTRUCTIONS

The Recipient will submit an electronic copy of the Standard Form (SF) 270, ―Request for Advance or Reimbursement," no more frequently than monthly, and no less than quarterly, to the FHWA finance office in Oklahoma City using the submission instructions below.

Instructions for Submission of SF 270, Requests for Advance or Reimbursement:

The Recipient will submit the SF 270 and required supporting documents via e-mail to the following e-mail address: 9-AMC-AMZ-FHWA-Invoices@faa.gov.

a) Include the SF 270 and supporting documents as one attached PDF document.
b) Include in the e-mail subject line the following:
    i. Number of the Request (i.e. Invoice Number)
    ii. Agreement Number
    iii. Name of your Company/Organization
    iv. Attn: (insert name of FHWA Agreement Specialist)

    Example: Invoice No. 1, DTFH61-12-H-000##, XYZ Company, Attn: John Doe

If the SF 270 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. Submit SF 270 and supporting documents 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: Eric Robinson

2. SF 270's 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: (insert name of FHWA Agreement Specialist)

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

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

10. ACKNOWLEDGEMENT OF SUPPORT AND DISCLAIMER

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

"This material is based upon work supported by the U.S. Department of Transportation under cooperative agreement No. DTFH61-12-H-(to be filled in at award)".

All materials must also contain the following:

"Any opinions, findings, and conclusions or recommendations expressed in this publication are those of the Author(s) and do not necessarily reflect the view of the U.S. Department of Transportation."

11. SITE VISITS

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

12. BUDGET REVISION/REALLOCATION OF AMOUNTS

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

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

In addition to the above requirements, the Recipient shall notify the AOR and AO of budget deviations of greater than 5% of the value of the Federal share in any year.

13. FINANCIAL MANAGEMENT SYSTEM

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

14. ALLOWABILITY OF COSTS

Allowable costs will be determined in accordance with the applicable Federal cost principles, as applicable based on recipient or subrecipient type, e.g., For-profit organizations, FAR 31.2; Non-profit organizations, 2 CFR Part 230; Educational Institutions, 2 CFR Part 220, and 2 CFR Part 225; Cost Principles for State and Local Governments.

15. AVAILABLE FUNDING

The total estimated amount of Federal funding that may be provided under this cooperative agreement is $_____ (to be filled in at award) for the entire period of performance, subject to the limitations shown below:

(1) Currently, Federal funds in the amount of $_____ (to be filled in at award), are obligated to this agreement.

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

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

16. 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 https://www.bpn.gov/ccr/.

17. KEY PERSONNEL

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

(to be filled in at award)

18. PROGRAM INCOME

Program Income earned during the project period will be retained by the Recipient and added to funds committed to the project by the Federal awarding agency and the Recipient and used to further eligible project or program objectives, unless otherwise approved by the Agreement Officer. Program income will not be used to offset the Federal contribution to this project.

19. SUBAWARDS

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

20. PRINTING

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

21. DRUG FREE WORKPLACE

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

22. DEBARMENT AND SUSPENSION REQUIREMENTS

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

23. TERMINATION AND SUSPENSION

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

24. DISPUTES

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

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

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

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

25. FINANCIAL ASSISTANCE POLICY TO BAN TEXT MESSAGING WHILE DRIVING

a) Definitions. As used in this clause-

—Driving" - Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop

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

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

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

c) The Recipient should-

   a. Adopt and enforce policies that ban text messaging while driving- (i) Company-owned or -rented vehicles or Government-owned vehicles; or (ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

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

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

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

I. Reporting Subawards and Executive Compensation.

a. *Reporting of first-tier subawards.*

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

2. *Where and when to report.*

i. You must report each obligating action described in paragraph a.1. of this award term to *http://www.fsrs.gov.*

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

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

b. *Reporting Total Compensation of Recipient Executives.*

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

i. the total Federal funding authorized to date under this award is $25,000 or more;

ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at *http://www.sec.gov/answers/execomp.htm.*)

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

i. As part of your registration profile at *http://www.ccr.gov.*

ii. By the end of the month following the month in which this award is made, and annually thereafter.

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

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you will report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at *http://www.sec.gov/answers/execomp.htm.*)

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

i. To the recipient.

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

d. *Exemptions*

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

i. Subawards, and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

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

1. *Entity* means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. *Executive* means officers, managing partners, or any other employees in management positions.

3. *Subaward:*

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __ .210 of the attachment to OMB Circular A–133, ―Audits of States, Local Governments, and Non-Profit Organizations”).

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. *Subrecipient* means an entity that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

i. *Salary and bonus.*

ii. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

v. *Above-market earnings on deferred compensation which is not tax-qualified.*

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

B. REPORTING

1. ADDRESSES FOR SUBMITTAL OF REPORTS AND DOCUMENTS

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

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

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

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

Federal Highway Administration
61 Forsyth Street, Suite 1726
Atlanta, GA 30303

Attention: Fawn Thompson

2. QUARTERLY PROGRESS REPORT

The Recipient will submit an electronic copy of the SF-PPR, to the AOR and the Agreement Specialist on or before the 30th of the month following the calendar quarter being reported. Final PPRs are due 90 days after the end of the agreement period of performance.

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

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

In the SF-PPR Block 10. Performance Narrative, (attach additional sheets as necessary) provide concise statements covering the activities relevant to the project, including:

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

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

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

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

3. ANNUAL BUDGET REVIEW AND PROGRAM PLAN

The Recipient will submit an electronic copy and one hard copy of the Annual Budget Review and Program Plan to the AOR and one electronic copy and one hard copy to the Agreement Specialist 60 days prior to the anniversary date of this agreement. The Annual Budget Review and Program Plan will provide a detailed schedule of activities, estimate of specific performance objectives, include forecasted expenditures, and schedule of milestones for the upcoming year. If there are no proposed deviations from the Approved Project Budget, the Annual Budget Review will contain a statement stating such. The Recipient will meet via teleconference or web conference with FHWA to discuss the Annual Budget Review and Program Plan. Work proposed under the Annual Budget Review and Program Plan will not commence until Agreement Officer's written approval is received.

4. Annual Property Report

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

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

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

SECTION VII - AGENCY CONTACT

Address any questions to:
Eric Robinson, Agreement Officer
Federal Highway Administration
Office of Acquisition Management
Email eric.robinson@dot.gov
Phone (202) 366-5507

Secondary point of contact is:
Mr. Carl Rodriguez, Team Leader
Federal Highway Administration
Office of Acquisition Management
Email Carl.Rodriguez@dot.gov
Phone (202) 366-4240.