FY 2026 Notice of Funding Opportunity: Region 3 Small Business Transportation Technical Assistance Center (SBTTAC) Program

Date Posted: July 31, 2026
Closing Date: August 30, 2026
Opportunity ID: OST/OSDBU-2026-SBTTAC-Region 3-FY2026-1
Grant Program: SBTTAC
Opportunity Announcement PDF: [Region 3 NOFO]

View the full NOFO online here and scroll to the appropriate section.

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1. Basic Information

The total funding to be awarded across the six regions is $2.3 million. Region 3 will be awarded $278,272. The Office of the Secretary (OST), Office of Small and Disadvantaged Business Utilization (OSDBU) announce the competition for the Region 3 Small Business Transportation Technical Assistance Center to provide technical support to small businesses in the States of Indiana, Michigan, Minnesota, North Dakota, Ohio, and South Dakota, and Wisconsin through Notice of Funding Opportunity (NOFO) Number OST/OSDBU-2026-SBTTAC-Region 3-FY2026-1. The cooperative agreement is for one award for up to 12 months that will consist of one base year with two option years, based on performance.

To learn more, click here and scroll to the appropriate section.

Executive Summary

The U.S. Department of Transportation (USDOT), Office of the Secretary (OST), Office of Small and Disadvantaged Business Utilization (OSDBU), announces the availability of funding under Notice of Funding Opportunity (NOFO) Number OST/OSDBU-2026-SBTTAC-Region 3-FY2026-1 to establish and operate the Region 3 Small Business Transportation Technical Assistance Center (SBTTAC) **formerly known as the Small Business Transportation Resource Centers (SBTRC).** Authorized under Public Law 95-507 and codified at 15 U.S.C. § 644(k) and 49 U.S.C. 332 (4), the SBTTAC Program is designed to strengthen the capacity, competitiveness, and readiness of small businesses to compete for and perform on Federal, state, local, and private transportation contracts.

In alignment with the Department's priority on Deregulation and Accountability, the program is committed to reducing unnecessary barriers for small businesses while maintaining rigorous financial oversight and full regulatory compliance.

Under this NOFO, OSDBU will award one (1) cooperative agreement to an eligible organization located within Region 3 to operate and administer a coordinated delivery system providing technical assistance and business development support to small businesses in the designated states.

The total Period of Performance is a twelve (12)-month operating period. The Base Year award may include up to two (2) additional option years, subject to satisfactory performance and availability of funds. SBTTAC recipients are required to deliver measurable, outcome-driven services that include:

- Capital infusion assistance and transactional support for loans, bonding, and other financing instruments;
- Individualized business counseling and technical assistance;
- Structured training workshops and transportation-focused educational programming;
- Outreach and stakeholder engagement across the regional transportation ecosystem;
- Referrals to USDOT programs, including the National Bonding Education Program (BEP)
- Full documentation of services, outcomes, and performance metrics monitored by the OSDBU office via a designated Customer Relationship Management (CRM) system.

To learn more, click here and scroll to the appropriate section.

Topic	Description
Prior Awards	The SBTTAC Program is in its inaugural year and has no prior funding history under this model.
Dates	Applicants must apply via Grants.gov by 11:59 pm EST on August 30, 2026. Application Opens July 31, 2026
Eligible Activities	Capital infusion assistance, training, counseling, and other technical assistance, referral to the USDOT's National Bonding Education Program (BEP), and outreach and stakeholder engagement.

Application Instructions	Instructions for applying can be found on OST/OSDBU's website (https://cms.dot.gov/mission/administrations/office-small-and-disadvantaged-business-utilization/region-3-nofo-document) and in the "FIND" module of grants.gov The funding opportunity ID is OST/OSDBU-2026-SBTTAC-Region 3-FY2026-1. Mail and fax submissions will not be

	accepted.
For Further Information, Contact:	The Office of Small and Disadvantaged Business Utilization, at SBTTAC@dot.gov.

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2. Eligibility

To be eligible for this Cooperative Agreement, an applicant must be an established nonprofit, community-based organization, transportation-related trade association, chamber of commerce, college or university, community college, faith-based institution; Historically Black College or Universities (HBCUs), or any other transportation-related nonprofit organization that has the documented experience and capacity necessary to operate and administer a coordinated delivery system that prepares small businesses to compete for transportation-related contracts.

In addition, to be eligible, the applicant organization must:

1. Be a U.S.-based 501(c)(3) or 501(c)(6) tax-exempt organization and provide documentation as verification. No application will be accepted without proof of tax-exempt status.
2. Be registered and active in SAM.gov at the time of grant award (including a valid UEI).
3. Have an office physically located within one of the States in the region for which services will be provided.
4. Not be suspended, debarred, or otherwise excluded from receiving Federal financial assistance under 2 CFR Parts 180 and 1200.
5. Demonstrate adequate governance, internal controls, and financial management systems consistent with 2 CFR 200.303 and 2 CFR 200 Subpart D.

<u>Demonstrated Subject-Matter Expertise in Transportation Contracting</u>

The applicant organization must demonstrate verifiable expertise in the transportation sector, including:

1. Experience Supporting Transportation-Focused Small Businesses. Applicants must have:
   - At least one year of documented and continuous experience prior to the application date providing outreach and technical assistance to small businesses in the region.

- Prior experience serving the transportation community is highly preferable.

Additionally, applicants should demonstrate experience – preferably 5 years or more – in:
  - Federal, State, or local transportation procurement,
  - USDOT-funded contracting (e.g. Federal Highway Administration (FHWA), Federal Transit Administration (FTA), Federal Aviation Administration (FAA), etc.) and
  - Bonding, certification, and capital access support relevant to transportation contracting.

2. Subject-Matter Experts (SMEs) on Staff or Under Contract. Applicants must have personnel with demonstrable expertise in:
   - Transportation procurement and compliance,
   - Federal regulations including FAR and 2 CFR 200,
   - Small business program requirements, and
   - One senior-level SME with a minimum of 5 years of experience directly related to transportation contracting.

3. Organizational Capacity to Perform Program Deliverables. Applicants must demonstrate the organizational capacity to:
   - Provide a coordinated service delivery system offering technical assistance, to transportation-related small businesses,
   - Support multi-state regional service delivery, and
   - Maintain sufficient staff and infrastructure to meet required performance metrics, and other requirements.

   Organizations must also show evidence of:
   - Adequate facilities and staffing,
   - Past performance managing Federal or State-funded technical assistance programs, and
   - Systems capable of handling financial, administrative, and reporting responsibilities.

Ineligible Activities

In accordance with Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity, Federal funds awarded under this NOFO may not be used to fund, promote, encourage, subsidize, or facilitate:
- Racial preferences or discrimination, including the use of race or proxies for race as a selection criterion for employment or program participation,
- The notion that sex is not binary or that sex is a chosen or mutable characteristic,
- Illegal immigration, or
- Initiatives that compromise public safety or promote anti-American values.

Any proposal that includes activities prohibited under Executive Order 14173 will be deemed ineligible for funding.

A complete listing of applicable Federal Barred Funding Activities is set forth in Appendix I, incorporated herein by reference.

Funding Restrictions

All costs must be eligible, allowable, reasonable, and allocable under 2 CFR 200 Subpart E.

- Costs incurred before award announcement are not reimbursable.
- Costs incurred after award announcement but before a Cooperative Agreement is fully executed are not eligible for reimbursement without explicit written approval under 2 CFR 200.458 (pre-award costs).
- Additional restrictions apply to equipment purchases, lobbying, construction, and any cost prohibited under Federal regulations.

Topic	Description
Eligible Applicant Type	A nonprofit, community-based organization, transportation-related trade association, chamber of commerce, college or university, community college, or non-profit organization 501 C (3) or 501 C (6) tax-exempt organization located in Region 3 of the U.S. Historically Black Colleges and Universities (HBCUs) and faith-based institutions are encouraged to apply.
Eligible Projects	To operate and administer a coordinated delivery system that provides access for small businesses to prepare and compete for transportation-related contracts.
Cost Sharing and Match Requirement	The Recipient is responsible for a cost-sharing contribution totaling 15% of the Federal Award. This ensures a committed partnership in the execution of the SBTTAC mission. To meet this requirement, the following composition rules apply: ● At least 50% of the required match must be provided as a cash contribution. These funds must be documented in accordance with 2 CFR 200.306. ● Allowable In-Kind Contributions: Up to 50% of the total match may consist of allowable in-kind contributions, such as third-party donations of equipment, space, or professional services. Under no circumstances may the in-kind portion exceed 50% of the total non-Federal share. To learn more, click here and scroll to the appropriate section.

3. Program Description

Topic	Description
Purpose	The purpose of the SBTTAC Program (formerly the SBTRC program) is to strengthen the capacity, competitiveness, and readiness of small businesses to compete for and perform on Federal, State, local, and private transportation contracts.
Program Objectives	The objectives of the program are to: Ensure consistent, high-quality service delivery, accurate and timely data reporting; compliance with Federal requirements, achievement of program goals and Key Performance Indicators (KPIs), and expansion of small business access to capital and financing opportunities needed to compete for and perform on transportation-related contracts.
Legislative Authority	Under Public Law 95-507, codified at 15 U.S.C. § 644(k) , each Federal agency with procurement powers is required to have an Office of Small and Disadvantaged Business Utilization (OSDBU) to make Federal procurement more readily accessible to all small businesses. OSDBU also administers the provisions of Section 332 of Title 49, which includes the duties of advocacy, outreach, and financial services on behalf of small businesses and the development of programs to encourage, stimulate, promote, and assist small businesses to become better prepared to compete for, obtain, and manage transportation-related contracts and subcontracts.
Program Deliverables	Capital Infusion Assistance Provide transactional support for loans, lines of credit, bonding, working capital, and other approved financing instruments, resulting in a minimum of 43 distinct financing

	transactions facilitated (e.g., loan applications, credit lines) for small business clients. ● Offer both individual and group counseling each month, delivered in person or virtually (i.e., conference calls and video conferences). Counseling must support clients' ability to pursue transportation-related contracting opportunities and strengthen their business operations. **Required Targeted Capital Infusion Transactions **Base/Baseline Year** **43**
	<u>Counseling and Technical Assistance</u> ● Deliver a minimum of 1,219 hours of one-on-one business counseling to small business clients in areas such as procurement readiness, capability statements, business planning, compliance, certifications, marketing, and access to transportation-related opportunities. ● Offer both individual and group counseling each month, delivered in person or virtually (i.e., conference calls and video conferences). Counseling must support clients' ability to pursue transportation-related contracting opportunities and strengthen their business operations. **Required Targeted Counseling and Technical Assistance Hours **Base/Baseline Year** **1,219**

	<u>Training</u> ● Conduct a minimum of 10 structured workshops, webinars, cybersecurity, digital interoperability or training programs focused on transportation-related business development, procurement readiness, financial management, bonding, safety, contracting, and other approved OSDBU topics. At least three (3) in-person training sessions, with no more than one (1) in the host state.
Administrative Requirements	<u>General Management, Program Operations & Administration</u> ● The Recipient must effectively manage day-to-day program operations to ensure high-quality service delivery, strong administrative controls, and full alignment with OSDBU program expectations. Responsibilities include: ● Complete an intake form (SF4500) for each small business being provided counseling and training and upload form to designated CRM. ● Utilize the OSDBU CRM to track, report, and document all activities, including counseling hours, technical assistance, outreach, contract awards, training, and all other services provided. ● Support OSDBU's quarterly and annual evaluation processes by ensuring data accuracy and completeness, and by providing supplemental narrative information upon request. ● Maintain comprehensive electronic client records that include client type, dates of assistance, services provided, outcomes achieved, and all required supporting documentation.

	- Distribute USDOT and OSDBU informational materials to the regional small business community and key stakeholders. - Maintain regular communication with the OSDBU Program Manager to provide program updates, seek guidance, elevate issues, and ensure consistency with Federal expectations.
	Outreach and Stakeholder Engagement Requirements - Participate in local, State, regional, and national conferences, seminars, workshops, and events on behalf of OSDBU to promote program visibility and engagement. - Coordinate with OSDBU and regional partners to support the administration, implementation, and integration of applicable programs, initiatives, and outreach efforts.
Outreach & Stakeholder Engagement Requirement	- Participate in: local, State, regional, and national conferences, seminars, workshops, and events on behalf of OSDBU to promote program visibility and engagement. - Coordinate with OSDBU and regional partners to support the administration, implementation, and integration of applicable programs, initiatives, and outreach efforts.
Data/CRM Requirements	The Recipient must use the OSDBU-designated CRM system as the official system of record for all SBTTAC activities. All clients must be entered into the CRM, and all program operations –including counseling, outreach, technical assistance, training, engagement, capital infusion support, partnership coordination, deliverables, KPIs, and other measurable outcomes–must be fully, accurately, and timely documented. The recipient must ensure that all clients information, deliverables, events, and tracked

	Supplemental Client Activities are updated in real time and, at the latest, by 5:00 p.m. on the 28th of each month to support OSDBU's monthly data pull and maintain compliance with OSDBU requirements. All data entered the CRM, including client, programmatic, financial, and performance data, is the property of USDOT OSDBU and may not be used, transferred, or disclosed for any non-program purpose.
Supplemental Client Activities	In addition to the required KPIs/deliverables, applicants will be encouraged to track supplemental client activities that provide a comprehensive view of the Center's overall impact. These indicators help demonstrate how technical assistance contributes to real-world business growth, expanded market participation, and increased economic opportunity for small businesses in the transportation sector. Although tracking these Supplemental Client Activities is optional, applicants should identify which indicators they intend to track, if any, and describe how they will implement, monitor, and report these activities throughout the Period of Performance (PoP). Tracking these supplemental outcomes enables OSDBU and the Centers to: ● Assess broader program impact beyond core KPIs. ● Identify emerging business needs and refine service offerings. ● Strengthen future program planning and strategic decision making. ● Demonstrate the return on investment (ROI) of Federal technical assistance. ● Capture success stories that highlight growth, readiness, and competitiveness.

	These outreach, engagement, and business pipeline development activities may include the following, each of which constitutes a **distinct and independently** countable option: Opportunity alignment for client firms ● Identify procurement opportunities for clients that align with their capabilities, readiness, and strategic growth plans. Centers should document the matching process, including the opportunity identified, the rationale for the match, follow-up actions, and resulting outcomes. Conference identification and participation planning: ● Identify transportation-related conferences at the national, regional, State, or local levels. ● Provide a participation plan that highlights anticipated benefits for small businesses and recommends opportunities for OSDBU involvement when appropriate. Targeted outreach at transportation events ● Conduct outreach at sector-specific events to increase awareness of SBTTAC services, expand the small business pipeline, and promote transportation readiness. ● Conference sponsorship and collaboration with prior OSDBU approval, collaborate with USDOT recipients or subrecipients to sponsor or co-sponsor transportation-related events. including by leveraging USDOT tools, platforms & technical assistance. These may include Connections MarketPlace (CMP) and USDOT Procurement Forecast.

	Direct Procurement Support & Navigation
	● Refer clients to OSDBU's Procurement Team for targeted guidance. Facilitate introductions to Modal Contracting Officers, Contract Specialists, or other acquisition personnel who can provide insight into requirements and improve client readiness for competition.
	
	Bonding Readiness & Capacity Outcomes
	For clients referred to the USDOT National Bonding Education Program, track:
	● Completion of program requirements
	  o Bonding secured or increased capacity
	  o Total bonding value obtained
	  o Contract awards, capital, and financial growth
	  o Number and dollar value of contracts secured by assisted businesses across Federal, State, local, and private sectors.
	
	Document financial outcomes such as:
	● Financial Capacity Building Support Document measurable financial outcomes resulting from engagement with OSDBU's Technical Assistance Network—including sister Federal agencies, State and local governments, and financial institutions—such as increased capital access, improved financial readiness, and enhanced business competitiveness
	
	Job Creation & Broader Economic Impact
	● Capture and report job creation resulting from SBTTAC-assisted businesses during the PoP.

4. Application Contents and Format

Address to Request/Submit Application Package
Applications are located on Grants.gov, and each proposal must be submitted electronically through Grants.gov.

Content and Form of Application Submission Application. Any eligible organization, as defined in Sections A and B of this announcement, may submit only one proposal per region for consideration by OSDBU.

Application Format Requirements

Applications must:

- Use 1-inch margins on all sides,
- Be single-spaced and printed in a 12 points font (e.g. Times Roman),
- Not exceed 35 single-sided pages, excluding any requested attachments, and
- Include page numbers at the top of each page.

Submit all required documentation, attachments, and supporting materials in a single application package. Files must be in PDF format.

Required Application Components

At a minimum, applications must include the following components:

Required Component	Description
Implementation Plan	Applicants must submit an Implementation Plan describing how the applicant will carry out all required program activities during the PoP. The Implementation Plan must address, at a minimum, the applicant's approach, implementation timeline, staffing and management structure, partnerships, performance targets, and delivery of all required services identified in Section C of this NOFO

Budget Narrative/Justification	Applicants must submit a budget narrative/justification that clearly explains and supports each cost category included in the proposed project budget. The budget narrative must describe how proposed Federal and matching costs are reasonable, allowable, allocable, and necessary to carry out the activities described in the applicant's implementation plan. The narrative must clearly identify the source, type, and amount of required cash and allowable in-kind matching contributions.
Financial Statements	Each application must include the most recent two (2) years of the applying organization's financial statements. Audited financial statements are preferred; however, reviewed financial statements are acceptable.
Conflict of Interest	Applicants must submit signed statements from key personnel and all organizational principals certifying that they, or members of their immediate family, do not have relationships with local or State transportation agencies that could create the appearance of a conflict of interest.
Unique Entity Identifier (UEI) and System for Award Management (SAM)	Each applicant must: ● Be registered in SAM.gov prior to application submission, ● Provide a valid UEI with the proposal, and ● Maintain an active SAM registration with current information throughout the period during which it has an active Federal award or an application under consideration by a Federal awarding agency.
Standard Form 424 (SF-424): Application for Federal Assistance	All applicants must submit a completed and signed SF-424. This form is the primary authorized signature for the application and must be signed by an authorized representative of the applicant organization. The SF-424 must include a valid Unique Entity Identifier (UEI) that matches the organization's registration in sam.gov.

Standard Form 424A (SF-424A): Budget Information for Non-Construction Programs	In addition to the Budget Narrative, applicants must complete the SF-424A to provide a structured breakdown of costs by object class category. The totals on the SF-424A must match the totals provided in the Budget Narrative and the SF-424.

Proof of Tax-Exempt Status (if applicable / required)	All proposals must include a copy of the IRS Tax Exempt Status notification. Applications that do not include this will not be considered complete.
Cybersecurity and Physical Security Risk Planning (NSM-22)	Consistent with National Security Memorandum-22 (NSM-22), Enhancing the Security and Resilience of United States Critical Infrastructure, applicants must address cybersecurity and physical security risks associated with the proposed project. Applicants must: ● Identify and assess relevant cyber and physical risks, ● Implement appropriate safeguards and mitigation measures, ● Protect sensitive data, systems, facilities, and personnel, ● Ensure continuity of operations in the event of disruptions, and ● Develop a concise Cybersecurity and Physical Security Risk Plan (maximum 2–3 pages) must be included in the application narrative or as an attachment.

To learn more about Application Contents and Format, click here and scroll to the appropriate section.

5. **Submission Table/Checklist**

To ensure your application is processed efficiently and meets all Federal requirements, please refer to the table below. This Submission Table serves as a mandatory checklist outlining all required files, their specific naming conventions, and any applicable page limits.

Document Name	Requirement	Format	Notes
SF-424: Application for Federal Assistance	Required	Form	Standard form found in the application package.
SF-424A: Budget Information (Non-Construction)	Required	Form	Must align with amounts requested in the budget narrative.

Project Narrative	Required	PDF	Submission must address all evaluation criteria using standardized lead clauses (e.g., "Within the application, demonstrate the extent to which…)."
Budget Narrative and Detail	Required	PDF/Excel	Itemized breakdown of costs by year and category. Must include language regarding grant funds, sources, and uses of project funds.
Regional Service Plan	Required	PDF	Detailed map and strategy for the specific SBTTAC region.
Indirect Cost Rate Agreement	If Applicable	PDF	Required if claiming indirect costs (unless using de minimis).
SF-LLL: Disclosure of Lobbying Activities	Required	Form	Required even if no lobbying is being reported.
Resumes of Key Personnel	Required	PDF	Required for the project director and primary technical staff.
Cybersecurity & Risk Plan	Required	PDF	Must include physical and cyber risk planning language per NSM-22; 2-3 pages
Proof of Tax-Exempt Status	(if applicable/ required)	PDF	Please use a single PDF file
Letters of Support/Commitment	Optional	PDF	Please consolidate into a single PDF file.

Submission Instructions & Naming Conventions
To ensure your application is processed efficiently, please adhere to the following file naming conventions and departmental requirements:
1. Naming Format
Format: [Lead Organization Name]_[Document Name]Region X_SBTTAC2026.pdf
Example: ABC_University_Project_Narrative_SBTTAC2026.pdf
2. Integration of Departmental Priorities
Applications should not list Administration priorities as a separate section. Instead, incorporate these priorities into the program description and project narrative. Key categories for alignment include:

Infrastructure Investment and Economic Growth.
Workforce Development and Regulatory Reform
Performance, Accountability, and Small Business Participation

Topic	Description
Proposal Deadline Date	August 30, 2026
Submission Method and Time	Submit via Grants.gov by 11:59 PM Eastern Standard Time
Accepted Formats	Electronic submissions only (no mail, email, and fax submissions)
Late/Incomplete Submissions	Incomplete, partially uploaded, or late applications will not advance to the merit review process. Failure to submit a complete application package by the deadline will result in the application being deemed ineligible and it will not be reviewed.
Required Attachments	Applications must include all required forms, narratives, and attachments identified in this NOFO and in the submission requirements checklist.
Submission Confirmation	Within 48 hours after submitting an electronic application, you should receive an email from Grants.gov saying the application has been received by www.grants.gov/ and sent to OSDBU, the "receiving agency." If you receive a notice from Grants.gov or OSDBU that the application is incomplete, then you must fix the application and resubmit it before the submission deadline. OSDBU's rejection email will come from the email address (SBTTAC@dot.gov). To avoid processing errors when re-submitting, you must include all original attachments (even if only some of them were updated) and you must check the resubmission box on the updated Supplemental Form.
Intergovernmental Review	This program is subject to Executive Order 12372, "Intergovernmental Review of Federal Programs."

6. Application Review Information

Eligibility Review
OSDBU will award the cooperative agreement using a best-value approach. This section describes the evaluation criteria, scoring structure, and the three-phase review and selection process used to assess applications for completeness, responsiveness, technical merit, and overall value.

Phase I: Merit Review Criteria
Applications will be evaluated using the following criteria:

Criteria 1	Approach & Strategy (25 points)
Criteria 2	Stakeholder & Technical Assistance Network (25 points)
Criteria 3	Organizational & Staff Capability (20 points)
Criteria 4	Cost Proposal & Budget Effectiveness (20 points)
Criteria 5	Risk Management & Program Compliance (10 points)

Review and Selection Process

Applications submitted will undergo a three-phase evaluation process. **Phase I** will consist of a **Merit Review**, During the Merit Review, each criterion will be assigned one of the following ratings:

Highly Recommended (HR)
Recommended (R)
Not Recommended (NR)

Applications will then receive an overall proposal rating of either Highly Recommended, Recommended, and not Recommend. Applicants with an overall rating of Highly Recommended (HR) will advance to Phase II.

Phase II: Presentation to OSDBU
Applicants advancing from Phase I must participate in a Formal Presentation to OSDBU to further assess organizational and staff capabilities, budget effectiveness, and risk management and program compliance approaches. Qualified applicants will be notified within five (5) business days following the completion of Phase I scoring. Presentations may occur in-person at the applicant's office, at USDOT Headquarters, or virtually via Zoom or another Department-approved platform. OSDBU reserves the right to conduct a site visit or request additional information. Applicants should plan for a 60-minute presentation and up to a 15-minute Q&A session. To ensure consistency and fairness, each applicant will be asked the same three (3) standardized questions. The presentation's purpose is to validate alignment between the written proposal and operational approach, confirm staffing and organizational readiness, and allow

OSDBU to ask clarifying questions regarding the applicant's implementation strategy and overall capacity to successfully execute the SBTTAC Program**.**

Phase III: Senior Review Team (SRT)

In the final phase of the review process, Highly Recommended (HR) applicants may advance to evaluation by the Senior Review Team (SRT). The SRT consists of senior Departmental officials who conduct a strategic assessment of HR applicants, evaluating demonstrated capacity to successfully advance the SBTTAC mission and alignment with the Administration's priorities and the Secretary's Strategic Plan.

The SRT will review materials and findings developed throughout the merit review process and provide strategic assessments to support final funding recommendations.

Following completion of all three phases of the review process, final award selections will be made by the OSDBU Director.

In the event that no application receives a rating of "Highly Recommended," the Department will consider applications rated "Recommended" for potential award.

Risk Review

Prior to making an award, the Department will review applicant eligibility and financial integrity information in accordance with 2 CFR 200.206.

The Department intends to apply principles from DOT Order 2100.7 (Ensuring Reliance Upon Sound Economic Analysis in DOT's Policies, Programs and Activities) and DOT Order 2100.9 (Ensuring Nondiscrimination and Equal Opportunity in Department of Transportation Policies, Programs, and Activities) when evaluating applications and making award selections. To the maximum extent permitted by law, DOT will prioritize projects aligned with these principles.

In the final phase of the review process, the Senior Review Team (SRT) conducts a strategic assessment of the Highly Recommended (HR) applicants. The SRT assesses each applicant's demonstrated capacity to effectively advance the successful execution of the SBTTAC mission, as well as their understanding of, and alignment with, the Administration's priorities and the Secretary's Strategic Plan.

Following completion of all three phases of the review process, final award selection will be made by the OSDBU Director.

To learn more about Application Review, Eligibility Requirements, Phases I, II, and III, and the Selection Process, click here and scroll to the applicable section

7. **Award Notices**

   How Project Selections Are Announced:

Following the evaluation, OSDBU will announce the selected applicant with a written Notice of Funding Award. The notice will also include the cooperative agreement for signature. Unsuccessful applicants will also be notified.

Financial Management and Payment

Procedures

Awards under this NOFO are administered strictly on a reimbursement basis. Funds shall not be disbursed in advance. To receive payment for allowable costs incurred, recipients must adhere to the following procedures:

- Utilize Delphi: Recipients must register in and utilize the Delphi Financial Management System, the official financial management system used by the U.S. Department of Transportation
  Invoice Upload: Itemized invoices must be uploaded directly to the Delphi eInvoicing portal (the agency's official financial management system) for review and approval by the OSDBU Program Manager
  Supporting Documentation: Recipients must maintain and provide all necessary supporting documentation to verify that costs are eligible, allowable, reasonable, and allocable under 2 CFR 200 Subpart E

Approval Process: Payments will be processed only after the successful verification of required deliverables and the approval of invoices within the Delphi system.

All awards are contingent upon the availability of funds and satisfactory performance.

To learn more about Award Details, click here and scroll to the appropriate section.

8. Post-Award Requirements and Administration

Critical Infrastructure Security, Cybersecurity and Resilience: It is the policy of the United States to strengthen the security and resilience of its critical infrastructure against all hazards, including physical and cyber risks, consistent with National Security Memorandum (NSM-22) on Critical Infrastructure Security and Resilience, and the National Security Memorandum on Improving Cybersecurity for Critical Infrastructure Control Systems. Each applicant selected for Federal funding must demonstrate, prior to the signing of the cooperative agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the project. Projects that have not appropriately considered and addressed physical and cyber security and resilience in their planning, design, and project oversight, as determined by the Department and the Department of Homeland Security, will be required to do so before receiving funds."

Domestic Preference Requirements: As expressed in Executive Order 14005, 'Ensuring the Future Is Made in All of America by All of America's Workers' (86 FR 7475), the executive branch should maximize, consistent with law, the use of goods, products, and materials produced in, and services offered in, the United States. Funds made available under this notice are subject to the domestic preference requirement at the Build America, Buy America Act (BABA), Public Law 117-58, §§ 70901-52. The Department expects all applicants to comply with that requirement.

Performance and Program Evaluation: Program Evaluation is an assessment using systematic data collection and analysis of one or more programs, policies, and organizations intended to assess their effectiveness and efficiency (5 U.S.C. § 311). Recipients and subrecipients are encouraged to incorporate program evaluation including associated data collection activities from the outset of their program design and implementation to meaningfully document and measure their progress. Allowable data and evaluation costs are specified in 2 CFR 200.455(c).21 As a condition of grant award, grant recipients may be required to participate in an evaluation undertaken by DOT or another agency or partner. The evaluation may take different forms such as an implementation assessment across grant recipients, an impact and/or outcomes analysis of all or selected sites within or across grant recipients, or a benefit/cost analysis or assessment of return on investment. DOT may require applicants to collect data elements to aid the evaluation and/or use information available through other reporting. Grant recipients must agree to: (1) make records available to the evaluation contractor or DOT agency staff; (2) facilitate and provide access to program records, and any other relevant documents to calculate costs and benefits; (3) in the case of an impact analysis, facilitate the access to relevant information as requested; and (4) follow evaluation procedures as specified by the evaluation contractor or DOT agency staff.

Compliance with Federal Law and Policies: Except where prohibited by court order the applicant assures and certifies, with respect to any application and awarded Project under this NOFO, that it will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds and will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal law.

Federal Anti-Discrimination:
Except where prohibited by court order, pursuant to Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity, as a condition of grant award, each Recipient must agree that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code.

Except where prohibited by court order, "pursuant to Executive Order 14173, Ending Illegal Discrimination and Restoring Merit- Based Opportunity, as a condition of grant award, each Recipient must certify that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws."

APPENDIX I

U.S. DEPARTMENT OF TRANSPORTATION

EXHIBITS TO OFFICE OF SMALL AND DISADVANTAGE BUSINESS UTILIZATION (OSDBU) AGREEMENTS UNDER THE FISCAL YEAR 2026 SMALL BUSINESS TRANSPORTATION TECHNICAL ASSISTANCE CENTERS (SBTTAC) PROGRAM

March 30, 2026

EXHIBIT A

APPLICABLE FEDERAL LAWS AND REGULATIONS

By entering into this agreement for a cooperative agreement to serve as a regional Small Business Transportation Technical Assistance Center (SBTTAC), the Recipient assures and certifies, with respect to this cooperative agreement, that it will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Program. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Recipient and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

Federal Legislation (CFRs) and DOT Orders

a. Federal Travel and Vehicle Use Policies (if employees operate vehicles for program purposes)
    a. Reference relevant **DOT/agency-specific vehicle and safety policies**.
b. Davis-Bacon Act - 40 U.S.C. §§ 3141, et seq.
c. Federal Fair Labor Standards Act - 29 U.S.C. §§ 201, et seq.
d. Hatch Act - 5 U.S.C. §§ 1501, et seq.
e. DOT Order 3902.10, “Text Messaging While Driving

Executive Order

- Executive Order 13513 – Federal Leadership on Reducing Text Messaging While Driving (2009)
- Executive Order 12549 – Debarment and suspension
- Executive Order 14005 – Ensuring the Future is Made in All of America by All of
- America’s Workers
- Executive Order 14025 – Worker Organizing and Empowerment Executive Order 14149, Restoring Freedom of Speech and Ending Federal Censorship
- Executive Order 14154, Unleashing American Energy
- Executive Order 14151, Ending Radical and Wasteful Government DEI Programs and Preferencing
- Executive Order 14168 Defending Women from Gender Ideology Extremism and
- Restoring Biological Truth to the Federal Government
- Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity
- Executive Order 12372 – Intergovernmental Review of Federal Programs

General Federal Regulations

a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards – 2 CFR Parts 200, 1201
b. Non-procurement Suspension and Debarment – 2 CFR Parts 180, 1200
c. Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance – 49 CFR Part 25
d. Nondiscrimination on the Basis of Handicap in Programs or Activities Receiving or Benefiting from Federal Financial Assistance – 49 CFR Part 27
e. Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation – 49 CFR Part 28
f. Governmentwide Requirements for Drug-Free Workplace (Financial Assistance) – 49 CFR Part 32
g. Office of Federal Contract Compliance Programs (OFCCP), Equal Employment Opportunity Requirements – 41 CFR Part 60 et seq.
h. DOT's Implementation of DOJ's ADA Title II Regulations – 28 CFR Part 35
i. DOT's ADA Implementing Regulations for Transit Services and Transit Vehicles
j. New Restrictions on Lobbying – 49 CFR Part 20
k. Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 – 49 CFR Part 21, including any amendments thereto
l. Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance – 49 CFR Part 27
m. DOT's implementation of DOJ's ADA Title II regulations compliance procedures for all programs, services, and regulatory activities relating to transportation under 28 CFR Part 35
n. Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation – 49 CFR Part 28
o. Governmentwide Requirements for Drug-Free Workplace (Financial Assistance) – 49 CFR Part 32

Specific assurances required to be included in the FY 2026 OSDBU SBTTAC agreement by any of the above laws, regulations, or circulars are hereby incorporated by reference into this agreement.

EXHIBIT B
ADDITIONAL STANDARD TERMS

All provisions contained in Exhibit B, titled *Additional Standard Terms*, are incorporated into and made part of this Agreement with the same force and effect as if fully set forth herein

TERM B.1
TITLE VI ASSURANCE
(Implementing Title VI of the Civil Rights Act of 1964, as amended)

ASSURANCE CONCERNING NONDISCRIMINATION IN FEDERALLY-ASSISTED PROGRAMS AND ACTIVITIES RECEIVING OR BENEFITING FROM FEDERAL FINANCIAL ASSISTANCE

(Implementing the Rehabilitation Act of 1973, as amended, and the Americans With Disabilities Act, as amended)

49 CFR Parts 21, 25, 27, 37 and 38

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

By signing and submitting the Technical Application and by entering into this agreement under the FY 2026 OSDBU SBTTAC Program, the Recipient **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Office of the Secretary, it is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21, including any amendments thereto (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 CFR section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cited hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from DOT.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FY 2026 SBTTAC Program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, including any amendments thereto, will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with the FY 2026 SBTTAC Program and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

   "*The Recipient, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.*"

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.

4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:

    a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

    a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
    b. the period during which the Recipient retains ownership or possession of the property.

9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Recipient also agrees to comply (and require any sub-recipients~~,~~ and/or assignees to comply) with all applicable provisions governing OSDBU access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by OSDBU. You must keep records, reports, and submit the material for review upon request to OSDBU , or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Recipient gives this ASSURANCE in consideration of and for obtaining any Federal grants extended after the date hereof to the recipients by the U.S. Department of Transportation under the FY 2026 OSDBU SBTTAC Program. This ASSURANCE is binding on the Recipient, other recipients~~,~~ transferees, successors in interest, and any other participants in the FY 2026 OSDBU SBTTAC Program.

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, OSDBU as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21, including any amendments thereto.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or OSDBU to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or OSDBU, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or OSDBU may determine to be appropriate, including, but not limited to:

   a. withholding payments to the contractor under the contract until the contractor complies; and/or
   b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant

thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or OSDBU may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

<u>Pertinent Non-Discrimination Authorities:</u>

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21, including any amendments thereto.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq*.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq*.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq*.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq).

TERM B.2
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS

2 CFR Parts 180 and 1200

These assurances and certifications are applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring OSDBU approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

By signing and submitting the Technical Application and by entering into this agreement under the FY 2026 SBTTAC Cooperative Agreement, the Recipient is providing the assurances and certifications for First Tier Participants and Lower Tier Participants in the FY 2026 SBTTAC Cooperative Agreement, as set out below.

1. Instructions for Certification – First Tier Participants:

a. The prospective first-tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first-tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency’s determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms “covered transaction,” “civil judgment,” “debarred,” “suspended,” “ineligible,” “participant,” “person,” “principal,” and “voluntarily excluded,” as used in this clause, are defined in 2 CFR Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first-tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment, including a civil settlement, rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior OSDBU approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. The prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "civil settlement," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participants is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

TERM B.3
REQUIREMENTS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW

As required by sections 744 and 745 of Title VII, Division E of the Consolidated Appropriations Act, 2026, Pub. L. No. 119-75 (February 3, 2026), and anticipated for future appropriations acts, and as implemented through USDOT Order 4200.6, the funds provided under this award shall not be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that:

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government.

The Recipient therefore agrees:

1. **Definitions.** For the purposes of this exhibit, the following definitions apply:

   "**Covered Transaction**" means a transaction that uses any funds under this award and that is a contract, memorandum of understanding, cooperative agreement, grant, loan, or loan guarantee.

   "**Felony Conviction**" means a conviction within the preceding 24 months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the United States Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. 3559.

   "**Participant**" means the Recipient, an entity who submits a proposal for a Covered Transaction, or an entity who enters into a Covered Transaction.

   "**Tax Delinquency**" means an unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2. **Mandatory Check in the System for Award Management.** Before entering a Covered Transaction with another entity, a Participant shall check the System for Award Management (the "**SAM**") at http://www.sam.gov/ for an entry describing that entity.

3. **Mandatory Certifications.** Before entering a Covered Transaction with another entity, a Participant shall require that entity to:

   (1) Certify whether the entity has a Tax Delinquency; and

   (2) Certify whether the entity has a Felony Conviction.

4 **Prohibition.** If

   (1) the SAM entry for an entity indicates that the entity has a Tax Delinquency or a Federal Conviction;

   (2) an entity provides an affirmative response to either certification in section 3; or

   (3) an entity's certification under section 3 was inaccurate when made or became inaccurate after being made

   then a Participant shall not enter or continue a Covered Transaction with that entity unless the USDOT has determined in writing that suspension or debarment of that entity are not necessary to protect the interests of the Government.

5. **Mandatory Notice to the USDOT.**

   (a) If the SAM entry for a Participant indicates that the Participant has a Tax Delinquency or a Felony Conviction, the Recipient shall notify the USDOT in writing of that entry.

   (b) If a Participant provides an affirmative response to either certification in section 1, the Recipient shall notify the USDOT in writing of that affirmative response.

   (c) If the Recipient knows that a Participant's certification under section 1 was inaccurate when made or became inaccurate after being made, the Recipient shall notify the USDOT in writing of that inaccuracy.

6. **Flow Down.** For all Covered Transactions, including all tiers of subcontracts and subawards, the Recipient shall:

   (1) require the SAM check in section 2;

   (2) require the certifications in section 3;

   (3) include the prohibition in section 4; and

(4) require all Participants to notify the Recipient in writing of any information that would require the Recipient to notify the USDOT under section 5.

TERM B.4
RECIPIENT POLICY TO BAN TEXT MESSAGING WHILE DRIVING

(a) *Definitions.* The following definitions are intended to be consistent with the definitions in DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009) and Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009). For clarification purposes, they may expand upon the definitions in the executive order.

For the purpose of this Term B.4, "**Motor Vehicles**" means any vehicle, self-propelled or drawn by mechanical power, designed and operated principally for use on a local, State or Federal roadway, but does not include a military design motor vehicle or any other vehicle excluded under Federal Management Regulation 102-34-15.

For the purpose of this Term B.4, "**Driving**" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic congestion, a traffic signal, a stop sign, another traffic control device, or otherwise. It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, "**Text messaging**" means reading from or entering data into any handheld or other electronic device (including, but not limited to, cell phones, navigational tools, laptop computers, or other electronic devices), including for the purpose of Short Message Service (SMS) texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless this practice is prohibited by State or local law. The term also 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 remain stationary.

For the purpose of this Term B.4, the "**Government**" includes the United States Government and State, local, and tribal governments at all levels.

(b) *Workplace Safety.* In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009) and DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009), the Recipient, subrecipients, contractors, and subcontractors are encouraged to:

(1) adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving—

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

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

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

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

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

(c) *Subawards and Contracts.* To the extent permitted by law, the Recipient shall insert the substance of this exhibit, including this paragraph (c), in all subawards, contracts, and subcontracts under this award that exceed the micro-purchase threshold, other than contracts and subcontracts for the acquisition of commercially available off-the-shelf items.

APPENDIX II

U.S. DEPARTMENT OF TRANSPORTATION

GENERAL TERMS AND CONDITIONS UNDER THE FISCAL YEAR 2026 SMALL BUSINESS TRANSPORTATION TECHNICAL ASSISTANCE CENTER (SBTTAC): REGION 3 OFFICE OF SMALL AND DISADVANTAGED BUSINESS UTILIZATION PROGRAM (OSDBU)

Revision date: March 30, 2026

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DEFINITIONS

Term	Definition
Award	The financial assistance instrument (grant or cooperative agreement) issued by the U.S. Department of Transportation (USDOT) to the Recipient.
Base Year	The initial 12-month period of performance covered under this agreement.
Budget Period	The 12-month financial reporting period within the base year used to track expenditures and performance goals.
CRM (Customer Relationship Management)	The official OSDBU system used to track, manage, and report client service and program performance data.
Final Report	The comprehensive report due within 60 days after the end of the period of performance, summarizing program activities, outcomes, and financial expenditures.
Match	The non-Federal share of total federal award program costs required under this Agreement. A maximum of 10% of the match may consist of allowable indirect or in-kind contributions.
NOFO (Notice of Funding Opportunity)	The public notice issued by USDOT announcing the availability of financial assistance under the SBTTAC Program.
Option Year	A 12-month extension period following the base year, exercised at the discretion of USDOT, contingent upon satisfactory performance and availability of funds and may include an option year 1 and/or and option year 2.
Period of Performance (PoP)	The total time during which the Recipient may incur new obligations and expend Federal award funds (Base Year + Option Years).
Program Integrity	The adherence to laws, ethical standards, and Federal policy requirements in implementing all aspects of the award.
Project Closeout	The process conducted after completion of the project to ensure all activities are concluded, reports submitted, and Federal property disposed of according to regulations.
SBTTAC (Small Business Transportation Technical Assistance Center)	A program established by USDOT OSDBU to expand the capacity and competitiveness of small businesses in transportation-related contracting.
SF-270	Standard form used to request reimbursement or advance of funds under the cooperative agreement.
SF-425	Federal Financial Report used to document expenditures and financial status under the cooperative agreement.
USDOT	United States Department of Transportation.
USDOT F 4500	Form used for the intake of new clients.

GENERAL TERMS AND CONDITIONS

The Small Business Transportation Technical Assistance Centers (SBTTACs) are administered under the Minority Technical Assistance Center (MRC) Program codified at 49 U.S.C. § 332(b)(4), (5) & (7). This statute directs the U.S. Department of Transportation (USDOT), through its Office of Small and Disadvantaged Business Utilization (OSDBU), to provide assistance, advocacy, and outreach to small businesses in the transportation industry. The MRC fulfills this mandate through business training, technical assistance, access to capital, and opportunities for participation in transportation-related projects and contracts.

Funding to carry out the MRC Program and its related initiatives, including the SBTTACs, is provided through annual appropriations by Congress to the USDOT Office of the Secretary (OST) under the budget heading: "Office of Small and Disadvantaged Business Utilization (OSDBU), Minority Technical Assistance Center (MRC)."

ARTICLE 1
PURPOSE

1.1 Purpose

The purpose of this Agreement is to enter into a successful cooperative relationship between the U.S. Department of Transportation, Office of Small and Disadvantaged Business Utilization (OSDBU) and the Recipient to operate a regional Small Business Transportation Technical Assistance Center (SBTTAC). Under this Agreement, the SBTTAC will carry out activities that support OSDBU's mission and program goals by providing technical assistance designed to expand the capacity, capability, and competitiveness of small businesses in securing transportation-related contracts and subcontracts.

The Office of Small and Disadvantaged Business Utilization's (OSDBU) mission is to ensure Small Businesses' policies and goals of the Secretary of Transportation are implemented in an efficient and effective manner. The mission of the Small Business Transportation Technical Assistance Center (SBTTAC) is to expand the capacity and competitiveness of small businesses to compete and perform on transportation-related contracts. SBTTACs foster job creation and promote private-sector growth and innovation while driving measurable outcomes, foster job creation, innovation and advancing economic development across America's transportation network.

ARTICLE 2
USDOT Role

2.1 OSDBU's Responsibilities

These responsibilities reflect OSDBU's role as an active partner in the administration, oversight, and continuous improvement of the Small Business Transportation Technical Assistance Center (SBTTAC) Program. All OSDBU actions shall be consistent with Federal requirements, including 2 CFR Part 200, applicable statutes, and DOT policies.

(a) Program Guidance, Consultation, and Technical Assistance

DOT OSDBU shall:

(1) Provide ongoing consultation, guidance, and technical assistance to support the planning, implementation, management, and evaluation of SBTTAC activities under this Agreement.

(2) Provide initial and recurring orientation and training to the Recipient and key personnel to ensure full understanding of program goals, reporting expectations, performance requirements, and compliance obligations.

(b) Oversight, Monitoring, and Compliance.

DOT OSDBU shall:

(1) Monitor the Recipient's operations, performance, compliance with Cooperative Agreement requirements, and progress toward Key Performance Indicators (KPIs) and other measurable outcomes.

(2) Review program reports, documentation, and data submissions for accuracy, timeliness, and alignment with program requirements.

(3) Conduct an annual site visit at the SBTTAC headquarters to assess overall performance, service quality, program files, reporting systems, and the accuracy of data tracked in the customer management database.

(4) Perform an annual performance evaluation of the Recipient. Continued participation and the exercise of option years are contingent upon satisfactory performance, as determined by OSDBU.

(c) Coordination and Stakeholder Engagement.

DOT OSDBU shall:

(1) Assist the Recipient in developing, strengthening, and sustaining relationships with Federal, state, and local transportation agencies, DOT Recipients, and technical

assistance partners that can support small business engagement in the transportation sector.

(2) Facilitate the exchange, transfer, and dissemination of best practices, lessons learned, and successful program activities among SBTTAC regions to support national program consistency and excellence.

(d) Communication and Information Sharing.

DOT OSDBU shall:

(1) Maintain regular and effective communication with the Recipient, including updates on transportation policies, upcoming opportunities, and news relevant to small business participation in DOT-assisted contracts.

(2) Provide the Recipient with DOT OSDBU publications, program materials, templates, and transportation-related information for use in outreach, training, and service delivery.

(e) Program Forms, Systems, and Data Infrastructure.

DOT OSDBU shall:

(1) Provide all required forms, templates, and reporting instruments necessary for the Recipient to meet program reporting and compliance obligations.

(2) Purchase, provide, and maintain a Customer Relationship Management (CRM) system for national SBTTAC use.

(3) Provide annual CRM training and periodic technical assistance to ensure proper data entry, reporting, and system utilization.

(f) Financial and Administrative Support.

DOT OSDBU shall:

(1) Provide the Recipient with appropriate and updated Line of Accounting (LOA) information as necessary for the administration of this Agreement

(2) Ensure timely communication related to budget, financial, and administrative requirements necessary for the Recipient to successfully carry out the SBTTAC program.

2.2 OSDBU Program Contacts.

The OSDBU Program Manager will serve as both the programmatic and grant management lead for this Cooperative Agreement and is identified as:

Lynn Bailey, Program Manager
Office of the Secretary
Office of Small and Disadvantaged Business Utilization (OSBDU)
1200 New Jersey Avenue, S.E.
W74-227
Washington, DC 20590
(445) 867-0869
Lynn.Bailey@dot.gov

ARTICLE 3
RECIPIENT RESPONSIBILITIES, TECHNICAL ASSISTANCE NETWORK, AND STATEMENT OF PROGRAM

3.1. General Performance and Resource Provision

(1) The Recipient shall furnish all necessary labor, facilities, materials, and equipment required to successfully perform the tasks and activities described in this Cooperative Agreement.

(2) All contracts or subcontracts to execute or perform any task arising from this Cooperative Agreement shall be awarded by the Recipient in accordance with the procurement standards set forth in 2 CFR 200.317–200.327.

(3) The Recipient shall submit required financial reports using the procedures established in 2 CFR Part 200 and in the format and frequency specified by OSDBU.

(4) The Recipient shall deliver all required program deliverables in accordance with the Notice of Funding Opportunity (NOFO) Announcement No. OST/OSDBU-2026-SBTTAC-Region 3-FY2026-1 and Article 10 of this Cooperative Agreement, including all schedules, performance metrics, and reporting requirements incorporated herein.

3.2 Technical Assistance Network

(1) To be effective and to serve the target audience, the SBTTAC must be visibly active in the local, regional, and state transportation community to identify opportunities, communicate key information, and deliver required technical assistance.

(2) The Recipient must already possess, or demonstrate the ability to establish, working relationships with transportation and technical assistance partners, including but not limited to:

- State, regional, and local transportation agencies
- U.S. Small Business Administration (SBA)
- Small Business Development Centers (SBDCs)
- Veterans Business Outreach Centers (VBOCs)
- DOD APEX Accelerators
- State DOT supportive services contractors within the region

(3) Utilizing these relationships and their subject-matter expertise, the SBTTAC shall engage in activities such as information dissemination, targeted small business

consultations, and technical assistance to firms participating, or seeking to participate, in public and private transportation-related opportunities.

3.3 Financial Management, Billing, and Invoicing

(a) The Recipient is responsible for managing its internal financial, payment, and invoicing processes with its financial management office(s), as well as the external billing and reimbursement processes with OSDBU.

(b) The Recipient shall submit original billings and invoicing materials to OSDBU by the tenth (10th) day of each month.

(c) All billing statements shall reference this Cooperative Agreement, the obligation number, and the correct Line of Accounting (LOA) for the base period, option periods, and any other applicable funding streams.

(d) All invoices must include a completed Standard Form 270 (SF-270) and required supporting documentation.

(e) The Recipient must maintain an active registration in the System for Award Management (SAM), including banking information for electronic funds transfer.

(f) Reimbursement requests submitted more than sixty (60) days after the Recipient incurred the cost or received the related vendor invoice shall be considered late.

3.4 Travel Requirements

(a) The Recipient may be required to travel on behalf of the SBTTAC Program, including travel requested or authorized by OSDBU.

(b) Travel costs and per diem shall comply with 2 CFR Part 200.475 and the Federal Travel Regulations (FTR).

(c) In the absence of an institutional travel policy, FTR rates in effect at the time of travel apply. Reimbursement may never exceed those rates.

(d) All travel shall utilize the most economical transportation method available.

3.5 Travel Pre-Approval

All expenses exceeding $2,500 related to staff travel or conference participation that are charged to this Cooperative Agreement must receive prior written approval from the Program Manager.

3.6 Equipment Purchases

(a) Any equipment purchases for use by the SBTTAC that will be billed to DOT OSDBU must receive prior written approval from the Program Manager when the cost exceeds **$5,000**.

(b) All equipment purchased with DOT OSDBU funds will be considered the property of DOT OSDBU. At the end of the Agreement period, the Recipient shall return all such equipment to OSDBU or follow disposition instructions issued by DOT OSDBU

3.7 Notification of Changes to Key Personnel

(a) The Recipient shall notify OSDBU within seven (7) calendar days of any change in key personnel identified in Section 4 of Schedule A.

(b) The notification shall include:

- Name and title of the departing personnel
- Effective date of departure
- Proposed replacement and qualifications (if known)

(c) Replacement personnel may be subject to OSDBU review and concurrence.

3.8 Statements on Authority and Capacity.

The Recipient states that:

(1) it has the authority to receive Federal financial assistance under this agreement;

(2) it has the legal authority to facilitate the Program;

(3) it has the capacity, including institutional, managerial, and financial, to comply with its obligations under this agreement;

(4) the individual executing this agreement on behalf of the Recipient has authority to enter into this agreement.

ARTICLE 4
AWARD AMOUNT AND FEDERAL OBLIGATION

4.1 Federal Award Amount

The USDOT hereby awards a regional Small Business Transportation Technical Assistance Center Cooperative Agreement to the Recipient in the amount listed in section 1 of schedule D as the SBTTAC Cooperative Agreement Amount.

4.2 Federal Funding Source.

The Federal funding source for this Agreement will be identified and incorporated once funds are appropriated and made available to USDOT OSDBU for this program.

ARTICLE 5
STATEMENT OF WORK

5.1 Statement of Work

The Recipient shall establish, operate, and maintain the Region 3 Small Business Transportation Technical Assistance Center (SBTTAC) in full compliance with all U.S. Department of Transportation (USDOT) Office of Small and Disadvantaged Business Utilization (OSDBU) program requirements, guidelines, and Terms and Conditions associated with this Cooperative Agreement.

The Recipient shall operate the SBTTAC as a regional technical assistance hub responsible for delivering high-quality, timely, and fully compliant services to small businesses within the assigned geographic service area. The Center will serve as a primary resource for small businesses seeking guidance, capacity-building support, and access to transportation-related opportunities.

The SBTTAC shall carry out the following activities to advance program objectives and meet the Key Performance Indicators (KPIs) for **Capital Infusion, Counseling, and Training**:

Capital Infusion Assistance: Provide transactional support for loans, lines of credit, bonding, working capital, and other financing instruments, resulting in a **minimum of 43 distinct financing transactions** facilitated (e.g., loan applications, credit lines) for eligible small business clients

Counseling: Deliver a **minimum of 1,219 hours of one-on-one business counseling** to small business clients in areas such as procurement readiness, capability statements, business planning, compliance, certifications, marketing, and access to transportation-related opportunities.

Training: Conduct **a minimum of 10 structured workshops, webinars, or training programs** focused on transportation-related business development, procurement readiness, financial management, bonding, safety, contracting, and other approved topics.

At **least three (3) in-person training sessions**, with **no more than one (1)** in the host state.

ARTICLE 6
BUDGET AND IMPLEMENTATION PLAN

6.1 Budget Submission and Approval

The total annual funding amount under this Cooperative Agreement is as stated in section 1 Schedule A. The Recipient has submitted a proposed budget, approved by OSDBU Program Manager, totaling the annual funding amount, including any in-kind services, and cost matching. For option year awards, Recipients shall submit a budget up to 45 days prior to the end of the period of performance.

If changes to the proposed budget are required, the Recipient shall notify OSDBU Program Manager within seven (7) calendar days from the last signature of the parties. Copies of negotiated indirect cost rate agreements must be submitted to support proposed percentage rates and corresponding dollar amounts.

If the Recipient does not have an existing negotiated indirect cost rate, OSDBU will allow the use of only the 10% de minimis rate. In accordance with 2 CFR 200.414(f), eligible recipients may apply this 10% de minimis indirect cost rate to their Modified Total Direct Costs (MTDC).

6.2 Implementation Plan

An Implementation Plan shall accompany the approved budget for the base year and any awarded option years. The Implementation Plan shall include measurable objectives, milestones, and timelines consistent with this Agreement. The Plan will serve as the primary source of performance and program data for evaluation under the Government Performance and Results Act (GPRA) of 1993, ensuring program and budget alignment with performance outcomes.

The Recipient shall:
- Maintain and provide to OSDBU current resumes for all center staff;
- Identify center staff by name, title, and responsibilities;
- Submit staffing information electronically to OSDBU. The Recipient may not

commence or complete any task in the Implementation Plan without prior written approval from the OSDBU Program Manager.

ARTICLE 7
BUDGET CHANGES AND MODIFICATION PROCEDURES

7.1 Budget Changes and Modification Procedures

Budget changes under this Cooperative Agreement are not unilateral decisions by the Recipient. All modifications must follow a formal and structured process to ensure transparency, accountability, and compliance with Federal requirements, including the Uniform Guidance (2 CFR Part 200).

7.2 Prior Approval Requirement

(a) Most significant budget changes require prior written approval from the U.S. Department of Transportation, Office of Small and Disadvantaged Business Utilization (OSDBU). The Recipient shall not implement any changes to the approved budget without such approval. Circumstances requiring prior approval may include but are not limited to:

(1) Reallocation of funds among major budget categories exceeding established thresholds;

(2) Changes to the scope or objectives of the program;

(3) The addition or deletion of specific budget line items;

(4) Adjustments affecting the Federal or non-Federal cost share.

7.3 Formal Request for Budget Modification

(a) When a budget change is necessary, the Recipient must submit a formal written request to the Program Manager, and the request must include:

(1) A justification explaining the reason for the change;
(2) A revised budget table showing the proposed adjustments; and
(3) A statement demonstrating how the revised budget supports and aligns with the approved project objectives and scope of work.
(4) Requests must be submitted at least 30 days in advance to allow for review and approval prior to implementation.

7.4 Review and Approval Process

Upon receipt, OSDBU will review the request to ensure that:
The proposed changes comply with applicable cost principles and Federal regulations;

- The requested funds are allowable, allocable, and reasonable; and
- The modification does not alter the fundamental intent or objectives of the Agreement.
- The review process typically requires two to four weeks, depending on the complexity of the change. The Recipient will be notified of approval or disapproval in writing.

7.5 Amendment to Agreement

(a) If the OSDBU Director approves the proposed changes, the program manager will inform the recipient and the modification will be formalized through an Amendment to the Cooperative Agreement, which becomes a legally binding addendum to the original document. The amendment will specify the approved revisions, including any updated budget schedules, funding allocations, or conditions applicable to the modified Agreement.

For minor budget adjustments within established thresholds, OSDBU may authorize the Recipient to proceed through a simplified process, such as a revised funding summary or written notification to the Program Manager.

7.6 Documentation and Recordkeeping

All approved budget changes, correspondence, and amendment documentation must be retained in the Recipient's official program file and made available to OSDBU upon request. These records shall be maintained in accordance with the record retention requirements set forth in 2 CFR § 200.334.

ARTICLE 8
REPORTING REQUIREMENTS

The Recipient shall comply with all reporting requirements to ensure timely, accurate, and transparent communication of program activities and progress. Reports must align with the approved Implementation Plan guidance provided by the OSDBU Program Manager.

8.1 Quarterly Progress Reports

The Recipient shall submit Quarterly Progress Reports to the OSDBU Program Manager no later than close of business (COB) on the 15th day following the end of each quarter.

Each Quarterly Report shall:

- Provide sufficient detail for the Program Manager to assess progress toward Implementation Plan milestones; and
- Reconcile all data with monthly invoices submitted by the Recipient.

8.2 Final Report

The Recipient shall submit a Final Report no later than thirty (30) days after the end of the Period of Performance (PoP).

The Final Report shall summarize:

- All major elements and tasks completed;
- Evidentiary data supporting performance outcomes; and
- An overall assessment of the Recipient's approach and program success.

The Program Manager will review, and issue written or verbal approval upon acceptance.

8.3 Performance Evaluation

The Implementation Plan, Quarterly Progress Reports, and Final Report collectively form the basis for evaluating Recipient performance. Evaluation results may be used by OSDBU to determine eligibility for future funding, extensions, or amendments.

8.4 Financial Reporting

The Recipient must maintain accurate and complete financial records and submit all required financial reports in accordance with 2 CFR Part 200, USDOT regulations, and OSDBU guidance.

Required Financial Reports include:

- **Quarterly SF-425:** Due 30 calendar days after each quarter.
- **Annual SF-270:** Submitted at fiscal year-end (or as instructed).

8.5 Match and Supporting Documentation

(1) **Client Intake Form**
The official client intake form for the SBTTAC Program is USDOT F-4500.

(2) **Customer Relationship Management (CRM) System**
The official CRM for the SBTTAC Program is TBD.

8.6 Data Governance and CRM Requirements

The Recipient shall use the Customer Relationship Management (CRM) system designated by OSDBU to collect, manage, and report all client, activity, and performance data. All data entered into the CRM—including client records, counseling notes, training participation, match documentation, and performance metrics—is the property of USDOT OSDBU.

In accordance with **2 CFR 200.302**, **200.303**, **200.336**, and **200.337**, the Recipient shall:

- **Ensure data accuracy, completeness, and timely entry**
    - Supported by **2 CFR 200.302(b)(1)** and **200.328** (financial and performance data

must be accurate, current, and complete; performance reporting standards).
    - Supported by **2 CFR 200.303(a)** (internal controls must provide reasonable assurance of reliability of reporting).
- **Maintain appropriate safeguards to protect confidential and sensitive information**
    - Supported by **2 CFR 200.303(e)** (establish safeguards to protect sensitive information).
    - Supported by **2 CFR 200.303(d)** (implement reasonable measures to safeguard protected information and comply with applicable laws).
- **Provide OSDBU full access to all CRM records upon request**
    - Supported by **2 CFR 200.337(a)** (federal awarding agency must have the right of access to any records pertinent to the award).
    - Supported by **2 CFR 200.334** (records must be retained and made available as required).
- **Ensure departing personnel do not remove, copy, or retain client or program data**
    - Supported by **2 CFR 200.303** (internal controls must prevent unauthorized use, loss, or misappropriation of federal program information).
    - Supported by **2 CFR 200.304** (data and information collected under an award remain subject to federal control and use restrictions).

8.7 The Recipient shall comply with all OSDBU data standards and may not use, transfer, or disclose CRM data for any non-program purpose, in accordance with:

- **2 CFR 200.303(e)** (protection of sensitive information),
- **2 CFR 200.337(b)** (federal restrictions on public access to records), and
- **2 CFR 200.304** (limitations on use of federally collected data).

8.8 Paperwork Reduction Act

The Recipient shall comply with the Paperwork Reduction Act. The Recipient is not required to respond to any information collection request unless it displays a valid OMB Control Number issued for that specific collection. OSDBU will provide notice of any approved information collection instruments.

8.9 Waiver Option

OSDBU reserves the right to waive the requirement for submission of a Final Report for any agreement year when deemed appropriate.

ARTICLE 9
KEY PERFORMANCE INDICATORS (KPIs)

9.1 Key Performance Indicators (KPIs)

This section defines the Key Performance Indicators (KPIs) from which the program deliverables are derived. Each KPI forms the basis for developing the measurable outcomes by which the Recipient will be evaluated. Additional details regarding targets, expectations, deliverables, performance metrics, and target ranges are provided in Article 10. OSDBU may also establish additional measurable outcomes, as appropriate, to support program effectiveness and continuous performance improvement. The KPIs are:

(1) **Capital Infusion:** Measures the effectiveness of support provided to small business clients in securing financial resources to grow their operations, including direct assistance with capital transactions.

(2) **Counseling:** Measures the number of counseling hours provided to small businesses.

(3) **Training:** Measures the effectiveness of technical assistance efforts in strengthening small business capacity within the transportation industry through structured training and knowledge-sharing activities.

ARTICLE 10
DELIVERABLES AND PERFORAMANCE METRICS

10.1 Deliverables

The Recipient shall complete all deliverables outlined below and those specified in the Statement of Work in Article 5 within the period of performance (PoP) of this Cooperative Agreement. These deliverables constitute mandatory program requirements and represent the primary criteria by which the Recipient's performance will be evaluated. Each Key Performance Indicator (KPI) identified in this Agreement defines the specific obligations, performance measures, and reporting standards the Recipient must meet to remain in compliance with program expectations.

This section establishes the core performance expectations and measurable outcomes for the Recipient. Additional details regarding targets, expectations, deliverables, performance metrics, target ranges, and measurement methods—each designed to ensure accountability and alignment with the SBTTAC mission and program goals—is provided in Article 10. OSDBU may also establish additional measurable outcomes, as appropriate, to support program effectiveness and continuous performance improvement.

The deliverables are**:**

(1) **Capital Infusion Assistance:** Provide transactional support for loans, lines of credit, bonding, working capital, and other financing instruments, resulting in a **minimum of 43 distinct financing transactions** facilitated (e.g., loan applications, credit lines) for eligible small business clients

(2) **Counseling and Technical Assistance:** Deliver a **minimum of 1,219 hours of one-on-one business counseling** to small business clients in areas such as procurement readiness, capability statements, business planning, compliance,

certifications, marketing, and access to transportation-related opportunities.

(3) **Training:** Conduct **a minimum of 10 structured workshops, webinars, or training programs** focused on transportation-related business development, procurement readiness, financial management, bonding, safety, contracting, and other approved topics. At **least three (3) in-person training sessions**, with **no more than one (1)** in the host state.

Metrics Table

#	Performance Metric	Baseline	Target	Data Source / Verification Method	Reporting Frequency
1	Capital Infusion	43	43	SBA/CRM	Quarterly, Annually
2	Counseling and Technical Assistance	1,219	1,219	SBA/CRM	Quarterly, Annually
3	Training	10	10	SBA/CRM	Quarterly Annually

ARTICLE 11
MATCHING CONTRIBUTION REQUIREMENTS

As specified in the Notice of Funding Opportunity (NOFO) Number OST/OSDBU-2026-SBTTAC-Region 3-FY2026-1, a non-Federal match is required for this opportunity.

For purposes of this Agreement, the terms *match*, *matching contribution*, and *cost share* are used interchangeably to refer to the required non-Federal share of program costs.

11.1 Match Requirement

The following match levels shall apply under this Agreement, **consistent with Schedule C (Budget and Implementation Plan), the Funding Opportunity Number** OST/OSDBU-2026-SBTTAC-Region 3-FY2026-1**, and the requirements of 2 CFR Part 200**:

- **Base Year 1 – Match Requirement:** A minimum of 15% of federal award.
- **Optional Year 2 – Match Requirement:** A minimum of 20% of federal award.
- **Optional Year 3 – Match Requirement:** A minimum of 25% of federal award.

Match Composition Requirements:
- At least **50% of the total required match** must be provided as **cash contributions**, as required under **2 CFR 200.306**.
- Up to **50% of the total required match** may be provided as **allowable in-kind contributions**, consistent with **2 CFR 200.306**.
- No more than **10% of the total required match** may consist of allowable **in-kind contributions**, in accordance with **2 CFR Part 200**.

11.2 Match Reporting for Requests for Advance or Reimbursement.

For each SF-270 (Request for Advance or Reimbursement) submitted to USDOT, the Recipient must indicate the amount of match (i.e., the "Non-Federal Share") expended in support of the requested reimbursement.

11.3 Annual Match Compliance Review.

For the annual SF-270, if the amount of match reported does not meet the required level corresponding to the Federal expenditures, the Recipient must attach an explanation detailing:

• The extent and reasons for any shortfall; and

• The plan and timeline for achieving full compliance with the match requirement.

11.4 Undermatching and Remedies.

If, at the end of the period of performance, the Recipient is undermatched, it shall be required to remit to USDOT all Federal funds received but not matched. In addition, if the Recipient fails to meet the match requirement, USDOT may, at its discretion, apply additional remedies consistent with the terms of this Agreement and 2 CFR Part 200.339.

11.5 Allowable Matching Contributions.

Matching contributions may include cash, indirect costs, and in-kind services that are directly allocable to the program's objectives and must comply with the requirements of 2 CFR § 200.306

ARTICLE 12
PRIOR APPROVALS

12.1 Requirement for Prior Approval

The Recipient must obtain **prior written approval** from the U.S. Department of Transportation, Office of Small and Disadvantaged Utilization (OSDBU), before making any changes that could materially alter the budget or key personnel of the approved program. This includes, but is not limited to:

(1) **Budget Revisions** – Any transfer of funds between cost categories, line items, or direct and indirect cost budgets that exceeds ten percent (10%) of the total approved program budget.
(2) **Change in Key Personnel** – Replacement or reassignment of the Executive Director and other personnel identified as key to program's success as referenced in section 3.7(a) in Article 3.
(3) **Subawards or Contracts** – Entering into any subaward, contract, or consulting agreement not specifically described in the approved application or budget.
(4) **Equipment Purchases** – Procurement of equipment not included in the approved budget or exceeding the cost thresholds established under 2 CFR § 200.313.
(5) **Website or Marketing Material** – Development of new websites, digital platforms, or marketing materials that represent or reference the SBTTAC or OSDBU program, unless pre-approved by OSDBU as stated in section 1 Article 14.

12.2 Request Procedure

All requests for prior approval from section 12.1 must be submitted in writing to the OSDBU Program Manager and must include:

- A detailed description of the proposed change,

- The reason and justification for the change,
- The impact on the overall program timeline, deliverables, and budget, and
- Any revised budget documents or organizational charts as applicable.

OSDBU will review the request and provide written approval or disapproval within a reasonable period, typically **within 14 calendar days** of receipt.

12.3 Unauthorized Changes

Any changes made without the required prior written approval may result in:

- Disallowance of costs incurred,
- Suspension or termination of the award, and/or
- Other administrative remedies in accordance with **2 CFR § 200.339**

ARTICLE 13
RECRUITMENT AND APPOINTMENT OF CENTER PERSONNEL

This Article establishes the requirements and procedures the Recipient must follow in recruiting, selecting, and appointing the Small Business Transportation Technical Assistance Center (SBTTAC) Director and other key personnel. The purpose is to ensure transparency, compliance, and alignment with the U.S. Department of Transportation (USDOT), Office of Small and Disadvantaged Business Utilization (OSDBU) standards.

13.1 Submission and Approval

Prior to filling the SBTTAC Executive Director position—or any other key position designated—the Recipient must submit a recruitment and selection plan to the OSDBU Director or Program Manager for review and approval.

- The OSDBU Director or Program Manager shall review the plan for adequacy and notify the Recipient of its acceptance or rejection within **seven (7) calendar days** of receipt.

13.2 Plan Requirements

The recruitment plan must:

- Include provisions for a search to ensure a competitive candidate pool.
- Conform with the **standard hiring practices** of the Recipient organization; and local, state and federal laws and regulations.
- Avoid any provisions that **unduly restrict or limit eligibility** for potential candidates. (refer to exhibits as it relates)

13.3 Recruitment Timeline

Recruitment plans that anticipate a vacancy period **exceeding 30 days** beyond the prior Director's departure must receive **prior written approval** from the Director/Program Manager. The Recipient is responsible for maintaining timely recruitment processes to ensure continuity of program operations.

13.4 Candidate Selection Process

Internal Review

The Recipient shall follow its internal hiring procedures to identify and determine the most qualified final candidate for the Center Director's and all staff position.

OSDBU Concurrence Requirement

Before extending any employment offer, the Recipient must obtain the **written concurrence** of the OSDBU Program Manager.

- The Recipient must provide the OSDBU Director and Program Manager with the **resume and qualifications** of the finalist candidate.
- The Program Manager may offer feedback or request clarification on the candidate's qualifications.

13.5 Concurrence Timeline

Within ten **(10) calendar days** of receiving notification of the finalist selection, the Program Manager shall issue either:

- **Concurrence** with the proposed hire, allowing the Recipient to proceed with the employment offer; or
- **Denial**, if the proposed finalist does not meet the required qualifications or standards for the position.

13.6 Federal Compliance Requirement

. The Recipient shall:

- **Comply with all Federal rules and requirements**, including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in **2 CFR Part 200**.
- **Follow all procurement standards**, conflict of interest provisions, and competition requirements in accordance with **2 CFR 200.317–200.327**.
- **Maintain compliant property and equipment management systems**, including inventory tracking and disposition, in alignment with **2 CFR 200.310–200.316**.
- **Adhere to allowable cost principles** outlined in **2 CFR 200 Subpart E**.
- **Implement and maintain effective internal controls** consistent with **2 CFR 200.303** to ensure fiscal integrity, prevent waste, fraud, and abuse, and safeguard Federal funds.

- **Cooperate fully with USDOT/OSDBU monitoring**, including:
    - Site visits
    - Programmatic reviews
    - Financial reviews
    - Audits
    - Performance assessments
    - Any additional oversight activities as required by OSDBU or USDOT

Failure to comply with any of the above may result in enforcement actions, corrective action requirements, withholding of payments, or termination of the Cooperative Agreement in accordance with **2 CFR 200.339–200.340**.

13.7 Compensation Limitation for Executive Director and other Personnel

(a) **Salary Limitation**
The Recipient shall ensure that the Executive Director (or equivalent senior position funded in whole or in part under this Cooperative Agreement) **shall not receive compensation that exceeds the rate of pay for a Senior Executive Service (SES) Level 1**, as published annually by the U.S. Office of Personnel Management (OPM).

(b) **Application of the Limitation**
This compensation cap applies to:

(1) **Direct salary charges** to this Cooperative Agreement, and

(2) **Any portion of the Executive Director's or other personnel compensation included in indirect costs** billed to the Agreement.

(c) **Verification of Compliance**
The Recipient shall maintain sufficient payroll records, compensation schedules, budget documentation, and supporting materials to demonstrate compliance with the SES Level 1 salary limitation.

- **Annual Adjustments**
The Recipient is responsible for ensuring the Executive Director's total compensation remains within the allowable limits each year, consistent with OPM-published SES salary tables.

ARTICLE 14
MARKETING AND COMMUNICATIONS

14.1 Website Requirements

The Recipient must maintain a center website, or a clearly defined subsection of an existing organizational website, dedicated to publicizing and conducting activities related to the Small Business Transportation Technical Assistance Center (SBTTAC) Program.

The website must:

• Provide accessible and current information on program's operating hours, address, telephone number and email address of staff, services provided, events, resources and calendar;

• Make reasonable accommodations to ensure access by persons with disabilities, consistent with Section 508 of the Rehabilitation Act; and

• Prominently display the U.S. Department of Transportation (USDOT) Office of Small and Disadvantaged Business Utilization (OSDBU) logo and acknowledgment of Federal support. Such acknowledgment must be included **within ten (10) calendar days** of developing or finalizing the material.

The program website and all online materials are subject to prior approval by OSDBU and must comply with program closeout requirements at the conclusion of the agreement period.

14.2 Marketing Materials

Marketing materials will be provided by OSDBU to ensure consistency in branding, messaging, and visibility across all SBTTACs. If a Center wishes to develop or adapt marketing materials, such materials must be submitted to OSDBU for prior written approval before publication or distribution. All approved materials must clearly identify the project's connection to OSDBU and USDOT funding and include the official OSDBU logo and acknowledgment statement.

14.3 Prohibited Content

The center's website and any associated marketing or outreach materials may not be used to advertise, promote, or endorse:

• Alcoholic beverages;

• Tobacco products;

• Sexual products or services (including dating services or pornographic materials);

• Illegal or controlled substances or materials;

• Gambling or gaming products or services; or

• Any products, services, or materials that may be harmful to the image or reputation of the SBTTAC Program, OSDBU, or USDOT.

ARTICLE 15
NONCOMPLIANCE AND REMEDIES

15.1 Noncompliance Determinations

(a) If the USDOT determines that the Recipient may have failed to comply with the United States Constitution, Federal law, or the terms and conditions of this agreement, the USDOT may notify the Recipient of a proposed determination of noncompliance. For that notice to be effective, USDOT must include an explanation of the nature of the noncompliance, describe a remedy, state whether that remedy is proposed or effective at an already determined date, and describe the process through and form in which the Recipient may respond to the notice.

(b) If the USDOT notifies the Recipient of a proposed determination of noncompliance under section 15.1(a), the Recipient may, not later than 7 calendar days after the notice, respond to that notice in the form and through the process described in that notice. In its response, the Recipient may:

(1) accept the remedy;

(2) acknowledge the noncompliance, but propose an alternative remedy; or

(3) dispute the noncompliance.

To dispute the noncompliance, the Recipient must include in its response documentation or other information supporting the Recipient's compliance.

(c) The USDOT may make a final determination of noncompliance only:

(1) after considering the Recipient's response under section 15.1(b); or

(2) if the Recipient fails to respond under section 15.1(b), after the time for that response has passed.

(d) To make a final determination of noncompliance, the USDOT must provide to the Recipient a notice that states the bases for that determination.

15.2 Remedies

(a) If the USDOT makes a final determination of noncompliance under section 15.1(b), the USDOT may impose a remedy, including:

(1) additional conditions on the award;

(2) any remedy permitted under 2 CFR 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to the USDOT; suspension or termination of the award; or suspension and disbarment under 2 CFR part 180; or

(3) any other remedy legally available.

(b) To impose a remedy, the USDOT must provide to the Recipient a notice that describes the remedy, but the USDOT may make the remedy effective before the Recipient receives that notice.

(c) If the USDOT determines that it is in the public interest, the USDOT may impose a remedy, including all remedies described in section 15.2(a), before making a final determination of noncompliance under section 15.1. If it does so, then the notice provided under section 15.1(d) must also state whether the remedy imposed will continue, be rescinded, or modified.

(d) In imposing a remedy under this section 15.2 or making a public interest determination under section 15.2(c), the USDOT may elect to consider the interests of only the USDOT.

(e) The Recipient acknowledges that amounts that the USDOT requires the Recipient to refund to the USDOT due to a remedy under this section 15.2 constitute a debt to the Federal Government that the USDOT may collect under 2 CFR 200.346 and the Standards for Administrative Collection of Claims (31 CFR parts 901).

15.3 Other Oversight Entities.

Nothing in this article 15 limits any party's authority to report activity under this agreement to the United States Department of Transportation Inspector General or other appropriate oversight entities.

ARTICLE 16
AGREEMENT TERMINATION AND CLOSEOUT

16.1 Termination for Cause

(a) **Right to Terminate for Noncompliance.**
The U.S. Department of Transportation (USDOT), through the Office of Small and Disadvantaged Business Utilization (OSDBU), may terminate this Cooperative Agreement, in whole or in part, at any time prior to completion if the Recipient fails to comply with any term, condition, Federal requirement, or performance obligation

established in this Agreement.

(b) **Written Notice**
USDOT shall notify the Recipient in writing of the determination of noncompliance, including:

- The reason(s) for termination;
- The portion(s) of the Agreement being terminated; and
- The effective date of termination.

(c) **Allowable Costs.**
Upon termination, USDOT shall remain liable only for allowable and properly documented costs incurred by the Recipient prior to the effective termination date.

(d) **Return of Property**
Upon termination, the Recipient shall promptly return to OSDBU all property, equipment, records, data, materials, and other assets acquired or produced with Federal funds under this Agreement.

16.2 Termination for Convenience

(a) **Government's Right to Terminate**
USDOT may terminate this Cooperative Agreement, in whole or in part, for the convenience of the Government with thirty (30) days' written notice to the Recipient.

(b) **Allowable Costs**
Upon termination for convenience, USDOT remains liable only for allowable and approved costs incurred prior to the effective termination date.

(c) **Closeout Transition**

(1) OSDBU may provide additional time and/or resources necessary to support orderly closeout of the SBTTAC upon expiration or termination of this Agreement.

(2) The Recipient shall provide to OSDBU a written report identifying all open business, outstanding obligations, and unresolved program activities within five (5) days of expiration or termination.

(3) Except for the return of OSDBU property to Washington, D.C., all costs associated with closeout require prior written approval from the Program Manager.

16.3 Termination by Recipient

(a) **Recipient-Initiated Termination.**
The Recipient may terminate this Cooperative Agreement by providing USDOT written notice at least sixty (60) days prior to the intended termination date.

(b) **Federal Liability.**
Upon such termination, USDOT shall remain liable only for allowable, approved, and

properly documented costs incurred prior to the effective termination date.

16.4 Closeout Procedures

(a) **Definition of Closeout.**

This Agreement terminates upon Program Closeout, defined as the date USDOT notifies the Recipient that all required administrative actions, and all programmatic work have been completed, consistent with **2 CFR § 200.344**.

Program Closeout shall occur no later than one (1) year after the end of the period of performance unless otherwise approved by USDOT.

(b) **Required Closeout Actions**

At closeout, the Recipient must complete the following actions:

(1) **Submit all final reports**, including:
- Final performance report;
- Final financial report (SF-425);
- Final equipment report (SF-428 and/or SF-428B/C, as applicable).

(2) **Provide a complete inventory** of all equipment purchased in whole or in part with Federal funds, including:
- Original purchase price;
- Percentage of Federal participation;
- Current depreciated value; and
- Any equipment no longer needed for the authorized purpose.

(3) **Request written disposition instructions** from the Program Manager for all Federally funded equipment prior to sale, transfer, disposal, or repurposing, consistent with **2 CFR § 200.313(e)**.

(4) **Settle all financial obligations**, return unexpended Federal funds, and resolve any outstanding questioned costs or audit findings.

ARTICLE 17
COSTS, PAYMENTS, AND UNEXPENDED FUNDS

17.1 Allowable and Allocable Costs

(a) **Applicability of Uniform Guidance**

All costs charged to this Cooperative Agreement must comply with the cost principles in **2 CFR Part 200, Subpart E**, and must be allowable, allocable, reasonable, necessary, and documented.

(b) **Period of Performance (PoP) Limitations**
Only those costs incurred **within the approved Period of Performance**, including option years if exercised, are eligible for reimbursement.

(c) Costs incurred **outside the Period of Performance** are strictly prohibited.

17.2 Payment Method

(a) Electronic Reimbursement Method
Payments under this Cooperative Agreement will be made on a reimbursement basis and processed exclusively through the Delphi e-Invoicing System, consistent with 2 CFR 200.305.

(b) No Advance Payments Without Authorization
Advance payments are not permitted unless expressly authorized in writing by OSDBU.

(c) Recipient Access Requirements
The Recipient must:

(d) Maintain internet access to use Delphi e-Invoicing;

(e) Submit all SF-270s and required documentation electronically;

(f) Update system access information as needed.

17.3 Timing of Payments to the Recipient

(a) Monthly Invoice Deadline
Invoices must be uploaded into Delphi no later than the 10th of each month to be processed and reimbursed within the same month.

(b) Reimbursement Timeliness
OSDBU will process properly prepared and complete reimbursement requests in accordance with Federal Prompt Pay requirements.

(c) Closeout Payment Restrictions
OSDBU may withhold the final reimbursement payment until all performance deliverables, financial reports, and required closeout documents are submitted and accepted.

17.4 Information Supporting Expenditures

(a) Required Documentation
Each reimbursement request must include:

1. SF-270 (Request for Advance or Reimbursement)
2. Receipts, itineraries, agendas, travel documentation
3. Salary calculations and payroll records
4. Vendor invoices, statements of work, or contracts
5. Any additional documentation requested by the Program Manager

(b) Accuracy of Submissions
OSDBU will not revise, recalculate, or adjust invoices for errors by the Recipient.
Once an invoice is submitted, approved, and paid, it is considered final.

(c) 60-Day Submission Rule
All eligible expenses must be submitted for reimbursement within 60 days of being incurred unless OSDBU grants written approval.
Failure to comply may result in disallowance of costs.

17.5 Reimbursement Frequency

(a) Monthly Reimbursement
The Recipient may submit one reimbursement request per month, unless otherwise authorized.

(b) Batching of Expenses
Recipients are encouraged to batch expenses to reduce administrative burden and ensure timely review.

(c) Restrictions on Excessive Billing
OSDBU may require corrective action if the Recipient submits:
(1) Excessive, duplicative, or fragmented invoices;
(2) Repeatedly incomplete or inaccurate submissions.

17.6 Unexpended Federal Funds

(a) **Return of Unobligated Balance**
Any unexpended Federal funds remaining at the end of the Period of Performance must be returned to USDOT unless otherwise approved in writing.

(b) **Determination of Unexpended Funds**
The final SF-425 (Federal Financial Report) will determine:

(3) Total Federal funds expended;
(3) Remaining unobligated balance;
(3) Remaining match obligations.

(c) **Withholding and Offset Authority**
OSDBU may withhold or offset payments if:

(3) Required reports are overdue;
(3) The Recipient has unresolved disallowed costs;
(3) There is evidence of noncompliance.

17.7 Recipient Recovery of Federal Funds

(a) **Overpayments and Erroneous Payments**
If OSDBU determines that the Recipient received Federal funds in excess of allowable costs, or due to an administrative error, the Recipient must:

1. Refund the excess amount; or
2. Allow OSDBU to apply an offset against future payments.

(b) **Disallowed Costs**
Costs deemed unallowable through audit, review, or monitoring must be repaid to USDOT within the timeframe set by OSDBU.

(c) **Debt Collection**
Failure to return Federal funds when required may result in:

(3) Referral to USDOT's debt collection office;
(3) Withholding of future awards;
(3) Additional remedies permitted under 2 CFR 200.339–200.344.

17.8 Additional Recipient Responsibilities

(a) Maintain financial management systems meeting 2 CFR 200.302 requirements.
(b) Ensure internal controls are adequate to prevent fraud, waste, and abuse.
(c) Submit complete and accurate billing documents.
(d) Maintain all financial records for the required retention period under 2 CFR 200.334.

ARTICLE 18
FEDERAL FINANCIAL ASSISTANCE, ADMINISTRATIVE, AND NATIONAL POLICY REQUIREMENTS

18.1 Uniform Administrative Requirements for Federal Awards

The Recipient shall comply with the obligations on non-Federal entities under 2 CFR parts 200 and 1201.

18.2 Federal Law and Public Policy Requirements.

(a) Except where prohibited by court order, pursuant to Executive Order 14173, Ending Illegal Discrimination And Restoring Merit-Based Opportunity, the Recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code.

(b) Except where prohibited by court order, pursuant to Executive Order 14173, Ending Illegal Discrimination And Restoring Merit-Based Opportunity, by entering into this agreement, the Recipient certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.

(c) The failure of this agreement to expressly identify Federal law applicable to the Recipient or activities under this agreement does not make that law inapplicable.

18.3 Federal Freedom of Information Act

(a) The USDOT is subject to the Freedom of Information Act, 5 U.S.C. 552.

(b) The Recipient acknowledges that the Application and materials submitted to the USDOT by the Recipient related to this agreement may become USDOT records subject to public release under 5 U.S.C. 552.

18.4 History of Performance

Under 2 CFR 200.206, any Federal agency may consider the Recipient's performance under this agreement, when evaluating the risks of making a future Federal financial assistance award to the Recipient.18.5 Whistleblower Protection.

(a) The Recipient acknowledges that it is a "grantee" within the scope of 41 U.S.C. 4712, which prohibits the Recipient from taking certain actions against an employee for certain disclosures of information that the employee reasonably believes are evidence of gross mismanagement of this award, gross waste of Federal funds, or a violation of Federal law related this award.

(b) The Recipient shall inform its employees in writing of the rights and remedies provided under 41 U.S.C. 4712, in the predominant native language of the workforce.18.6 External Award Terms and Obligations.

18.5 External Award Terms and Obligations

The Recipient shall comply with:

(1) 2 CFR part 175: Award Term for Trafficking in Persons; and

(2) Appendix XII to 2 CFR part 200: Award Term and Condition for Recipient Integrity and Performance Matters.

(3) 49 CFR part 20: New Restrictions on Lobbying;

(4) 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, including any amendments thereto;

(5) 49 CFR part 27: Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance; and

(6) Subpart B of 49 CFR part 32: Governmentwide Requirements for Drug-free Workplace (Financial Assistance).

(7) Appendix A to 2 CFR part 25: System for Award Management and Universal

Identifier Requirements

(8) Appendix A to 2 CFR part 170: Reporting Subawards and Executive Compensation

ARTICLE 19
MONITORING, FINANCIAL MANAGEMENT, CONTROLS, AND RECORDS

19.1 Recipient Monitoring and Record Retention.

(a) The Recipient shall monitor activities under this award, including activities under subawards and contracts, to ensure:

(1) that those activities comply with this agreement; and

(2) that funds provided under this award are not expended on costs that are not allowable under this award or not allocable to this award.

(b) The Recipient shall retain all records and documentation related to this Award in accordance with 2 CFR 200.334. Financial records must be retained for three (3) years after submission of the Final SF-425. Upon request, the Recipient shall provide full access to these records to USDOT/OSDBU and any authorized Federal officials.

(c) The Recipient shall keep all project accounts and records that fully disclose the amount and disposition by the Recipient of the award funds, the total cost of the Project, and the amount or nature of that portion of the cost of the Project supplied by other sources, and any other financial records related to the project.

(d) The Recipient shall keep accounts and records described under section 19(a) in accordance with a financial management system that meets the requirements of 2 CFR 200.302–200.307, 2 CFR 200 subpart F, and title 23, United States Code, and will facilitate an effective audit in accordance with 31 U.S.C. 7501–7506.

(e) The Recipient shall separately identify expenditures under the fiscal year 2026 SBTTAC grants program in financial records required for audits under 31 U.S.C. 7501–7506. Specifically, the Recipient shall:

(1) list expenditures under that program separately on the schedule of expenditures of Federal awards required under 2 CFR 200 subpart F, including "FY 2026" in the program name; and

(2) list expenditures under that program on a separate row under Part II, Item 1 ("Federal Awards Expended During Fiscal Period") of Form SF-SAC, including "FY 2026" in column c ("Additional Award Identification").

19.2 Financial Records and Audit

- **Record Retention Period.**
  In accordance with 2 CFR 200.334, the Recipient shall retain all financial records, supporting documents, statistical records, client service documentation, reports, invoices, contracts, correspondence, and all other records pertinent to this Cooperative Agreement for a **minimum of three (3) years** from the date of submission of the final Federal Financial Report (FFR) or, if an extension applies, from the date specified by USDOT.
- **Extension of Retention.**
  If any litigation, claim, audit, or other action involving the records is initiated prior to the expiration of the three-year period, the Recipient shall retain all relevant records until all such actions are fully resolved and final action is taken, as required by 2 CFR 200.334(a).
- **Access to Records.**
  In accordance with 2 CFR 200.337, the Recipient shall provide USDOT, the Office of Inspector General (OIG), the Government Accountability Office (GAO), and any authorized federal official timely and unrestricted access to all records,

documentation, financial statements, and supporting materials pertaining to this Agreement for audit, examination, or inspection. This access includes the right to interview personnel and review systems supporting program activities.

- **Electronic Records.**
  As permitted by 2 CFR 200.335, the Recipient may maintain records in electronic format, provided they are accurate, complete, and accessible for audit or inspection. Electronic records must be protected from alteration, unauthorized access, and destruction.
- **Audit Requirements.**
  The Recipient shall comply with applicable federal audit requirements, including but not limited to 2 CFR 200 Subpart F. The Recipient must ensure that:
  - Audits are conducted annually (if applicable),
  - Findings are submitted to the Federal Audit Clearinghouse, and
  - Corrective actions are implemented as required under 2 CFR 200.511.
- **Subrecipient Records.**
  For any subawards issued under this Agreement, the Recipient shall ensure that subrecipients comply with the same record-retention and audit requirements in accordance with 2 CFR 200.334–337. The Recipient is responsible for monitoring subrecipient documentation and ensuring availability for federal review.
- **Closeout Documentation.**
  During closeout, the Recipient shall provide all financial, performance, and administrative documentation required by USDOT OSDBU. These records remain subject to the retention and audit requirements described in this section.

19.3 Internal Controls

The Recipient shall establish and maintain an effective system of internal controls to ensure the proper management, oversight, and safeguarding of all Federal funds, assets, data, and program records associated with this Cooperative Agreement. Internal controls must be consistent with the requirements of 2 CFR 200.303, and shall support compliance, accountability, transparency, and the prevention of waste, fraud, and abuse.

(a) **Control Environment**
The Recipient shall maintain an organizational structure, tone, and culture that promotes integrity, ethical conduct, and accountability. Leadership shall reinforce expectations for compliance and performance.

(b) **Risk Assessment**
The Recipient shall routinely assess risks that could affect Federal funds or program operations, including financial, administrative, operational, cybersecurity, and data integrity risks. Risks must be reviewed at least annually and whenever significant program changes occur.

(c) **Control Activities**
The Recipient shall implement written policies, procedures, and instructions that provide reasonable assurance of:

- Proper authorization and approval of expenditures;
- Segregation of financial duties;
- Accurate and verifiable accounting entries;
- Compliance with Federal cost principles;
- Proper management of equipment and property; and
- Prevention and detection of errors, misuse, or irregularities.

(d) **Information and Communication**
The Recipient shall develop and maintain systems that produce reliable, timely, and complete financial and performance information. Required information must be communicated to management, staff, and OSDBU in a manner that allows effective monitoring and decision-making.

(e) **Monitoring Activities**
The Recipient shall conduct ongoing monitoring and periodic internal reviews to assess the effectiveness of internal controls. Identified findings, deficiencies, or weaknesses must be documented and promptly corrected. The Recipient shall cooperate fully with OSDBU monitoring, audits, and site visits.

(f) **Documentation and Recordkeeping**
The Recipient shall maintain documentation supporting internal control activities, decisions, corrective actions, and monitoring results. All documentation shall be retained and made available to USDOT/OSDBU and authorized Federal officials upon request.

19.4 USDOT Record Access.

The USDOT may access Recipient records related to this award under 2 CFR 200.337.

ARTICLE 20
NOTICES

20.1 Form of Notice

(a) For a notice under this agreement to be valid, it must be in writing.

(b) For a notice to USDOT under this agreement to be valid, it must be signed and dated by an individual with authority to act on behalf of the Recipient.

20.2 Method of Notice to USDOT

(a) For a notice to USDOT under this agreement to be valid, it must be sent by one or more of the following: (1) email; (2) a national transportation company with all fees prepaid and receipt of delivery; or (3) by registered or certified mail with return receipt requested and postage prepaid.

(b) For a notice to USDOT under this agreement to be valid, it must be addressed to all of the USDOT contacts who are listed in section 5 of schedule A and section 2.2.

(c) Except as specified in section 19.2(d), a valid notice to USDOT under this agreement will be deemed to have been received on the earliest of (1) when the email is received by USDOT, as recorded by USDOT's email systems, and (2) when indicated on the receipt of delivery by national transportation company or mail.

(d) If a valid notice or other communication to USDOT under this agreement is received after 5:00 p.m. on a business day, or on a day that is not a business day, then the notice will be deemed received at 9:00 a.m. on the next business day.

20.3 Method of Notice to Recipient

(a) Except as specified in section 20.3(d), for a notice to the Recipient under this agreement to be valid, it must be sent by one or more of the following: (1) email; (2) a national transportation company with all fees prepaid and receipt of delivery; or (3) registered or certified mail with return receipt requested and postage prepaid.

(b) For a notice to the Recipient under this agreement to be valid, it must be addressed to all of the Recipient contacts who are listed in section 3 of schedule A.

(c) A valid notice to the Recipient under this agreement is effective when received by the Recipient. It will be deemed to have been received:

(1) for email, on receipt; and, for other delivery, when indicated on the receipt of delivery by national transportation company or mail; or

(2) if the Recipient rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address or representatives for which no notice was given, then on that rejection, refusal, or inability to deliver.

(d) For a notice to the Recipient under Article 15.0 to be valid, it must be sent by one or more of the following:

(1) a national transportation company with all fees prepaid and receipt of delivery or

(2) registered or certified mail with return receipt requested and postage prepaid 20.4 Recipient Contacts for Notice**.**

20.4 Recipient Contacts for Notice

If a Recipient contact who is listed in section 3 of schedule A is unable to receive notices under this agreement on behalf of the Recipient, then the Recipient shall promptly designate one or more replacement contacts and provide written notice of such designation to USDOT/OSDBU in accordance with the notice requirements of this Agreement

20.5 Additional Mandatory Notices to USDOT

The Recipient shall notify the USDOT if any one of the following conditions is satisfied, not later than 5 calendar days after that condition is satisfied:

(1) the Recipient receives a communication related to this award or this agreement from the United States Comptroller General, a Federal Inspector General, or any other oversight entity; or

(2) the Recipient becomes aware of waste, fraud, abuse, or potentially criminal activity related to this agreement 20.6 Scope of Notice Requirements.

The form and method requirements of this Article 20.0, including sections 20.1, 20.2, and 20.3, apply only to communications for which this agreement expressly uses one or more of the following words: "notice"; "notification"; "notify"; or "notifying." This Article 20.0 does not control or limit other communication between the parties about the Project or this agreement.

ARTICLE 21
INFORMATION REQUESTS

21.1 USDOT Information Requests

(a) By notice, the USDOT may request from the Recipient any information that the USDOT determines is necessary to fulfill its oversight responsibilities under the Program Statute or other Federal law.

(b) If the USDOT requests information from the Recipient under section 21.1(a), the Recipient shall respond in the form and at the time detailed in the notice requesting information.

(c) This section 21.1 does not limit the Recipient's obligations under 2 CFR 200.337 to provide access to Recipient records.

ARTICLE 22
ASSIGNMENT

22.1 Assignment Prohibited

The Recipient shall not transfer to any other entity any discretion granted under this agreement, any right to satisfy a condition under this agreement, any remedy under this agreement, or any obligation imposed under this agreement.

ARTICLE23
WAIVER

23.1 Waivers

(a) A waiver of a term of this agreement granted by the USDOT will not be effective unless it is in writing and signed by an authorized representative of the USDOT.

(b) A waiver of a term of this agreement granted by the USDOT on one occasion will not operate as a waiver on other occasions.

(c) If the USDOT fails to require strict performance of a term of this agreement, fails to exercise a remedy for a breach of this agreement, or fails to reject a payment during a breach of this agreement, that failure does not constitute a waiver of that term or breach.

ARTICLE 24
MANDATORY AWARD INFORMATION

24.1 Information Contained in a Federal Award

For 2 CFR 200.211:

(1) the "Federal Award Date" is the date of this agreement, as defined under section 25.2;

(2) the "Assistance Listings Number" is 20.910 and the "Assistance Listings Title" is "Assistance to Small and Disadvantaged Businesses"; and

(3) this award is not for research and development.

24.2 Federal Award Identification Number

If the USDOT Payment System identified in section 6 of schedule A is "DELPHI e-Invoicing," then the Federal Award Identification Number is listed on page 1, line 1 of the project-specific agreement.

24.3 Recipient's Unique Entity Identifier

(a) If the USDOT Payment System identified in section 6 of schedule A is "DELPHI e-Invoicing," then the Recipient's Unique Entity Identifier, as defined at 2 CFR 25.400, is listed on page 1, line 4 of the project-specific agreement.

24.4 Budget Period

The budget period for this award begins on the date of this agreement and ends on the budget period end date that is listed in section 1 of schedule C. In this agreement, "budget period" is used as defined at 2 CFR 200.1.

24.5 Period of Performance

(a) If the USDOT Payment System identified in section 6 of schedule A is "DELPHI e-Invoicing," then the period of performance for this award is listed on page 1, line 6 of the project-specific agreement.

(b) In this agreement, "period of performance" is used as defined at 2 CFR 200.1.

ARTICLE 25
AGREEMENT EXECUTION AND EFFECTIVE DATE

25.1 Counterparts.

This agreement may be executed in counterparts, which constitute one document. The parties intend each countersigned original to have identical legal effect.

25.2 Effective Date

The agreement will become effective when all parties have signed it. The date of this agreement will be the date this agreement is signed by the last party. This instrument constitutes a SBTTAC Cooperative Agreement when the USDOT's authorized representative signs it.

OSDBU
Small Business Transportation Technical Assistance Center (SBTTAC)
Notice of Funding Opportunity (NOFO) Application/Proposal Rating Process

INSTRUCTIONS & GUIDE

The application review process consists of **three (3) phases** designed to ensure a fair, transparent, and consistent evaluation of all applications submitted under the SBTTAC Notice of Funding Opportunity (NOFO).

Phase I: Merit Review Team Evaluation

USDOT OSDBU will convene a Merit Review Team composed of qualified Subject Matter Experts (SMEs) to review, evaluate and rate applicants.

*Each panel member must have **at least five (5) years of professional experience in Program Management**, including experience in Federal grants or cooperative agreements, performance monitoring, Federal procurement or transportation contracting, financial oversight under 2 CFR Part 200, or risk assessment and internal controls.*

Panel members must have no real or apparent conflicts of interest and will be required to sign conflict-of-interest and nondisclosure certifications prior to participating in the review process.

Reviewer Instructions and Rating Process

Purpose of This Rating Sheet

The purpose of this rating sheet is to ensure a **fair, consistent, and transparent evaluation** of all applications submitted under the **SBTTAC 2026 Notice of Funding Opportunity (NOFO)**. Reviewers must follow the steps outlined below **in sequence** when evaluating applications.

A complete review and rating of an applicant is expected to take **up to 1.5 hours** per application, including the eligibility check, scoring, and completion of all required comments and ratings.

I. Evaluation Criteria and Weights (Total: 100 Points)

1. **Approach & Strategy** – 25 points
2. **Stakeholder Engagement & Technical Assistance Network** – 25 points
3. **Organizational & Staff Capability** – 20 points
4. **Cost Proposal & Budget Effectiveness** – 20 points
5. **Risk Management & Program Compliance** – 10 points

TOTAL: 100 points

II. BEFORE YOU BEGIN THE EVALUATION

1. Complete the Conflict of Interest & Confidentiality Certification

This certification must be completed **before** reviewing any applications.
Email the signed form to OSDBU leadership.

2. Review All Required Materials

Before scoring, thoroughly review:

- The full OST/OSDBU-2026-SBTTAC-Region 3-FY2026-1
- Applicant's complete proposal package
- Budget narrative and forms
- Résumés and staffing documentation
- Letters of support
- Match/cost-share documentation
- All required attachments listed in the NOFO

3. Maintain Objectivity and Impartiality

Evaluations must be based **only** on information contained in the proposal. Do

not rely on:

- Personal knowledge
- Prior interactions with the applicant
- External information not included in the proposal package

III. ELIGIBILITY REVIEW

Before scoring, confirm the applicant meets **all** eligibility requirements:

- Submitted by the deadline
- All required attachments included
- Budget narrative and forms complete
- Match/cost-share requirement met
- All narrative sections included
- NOFO formatting and submission requirements followed

If an applicant **fails eligibility**, you must **not** proceed to scoring.

IV. SCORING CRITERIA & SCALE (0–5)

All criteria must be scored using the following standardized scale:

0 – Does Not Meet Requirements
Proposal does not address the criterion, is incomplete, or lacks relevance.

1 – Partially Meets Requirements
Addresses the criterion but lacks clarity, detail, feasibility, or evidence.

2 – Meets Requirements
Provides a clear and satisfactory response that meets expectations.

3 – Exceeds Requirements
Strong, well-developed response that exceeds expectations.

4 – Strongly Exceeds Requirements
Exceptional depth, high feasibility, and strong supporting evidence.

5 – Outstanding / Superior Performance
Highly innovative, fully substantiated, and significantly surpasses expectations.

Each numeric score should reflect the extent to which the applicant meets the expectations of the **weighted criterion** listed above.

V. Criterion-Level Recommendation Ratings (HR/R/NR)

For EACH of the five criteria, assign a qualitative rating:

- **Highly Recommended (HR)**
- **Recommended (R)**
- **Not Recommended (NR)**

This rating reflects the reviewer's professional judgment of the overall strength, feasibility, clarity, and alignment of the applicant's response to that specific criterion.

VI. Determining the Applicant's Overall Rating (HR/R/NR)

Applicants that receive at least three criterion-level ratings of Highly Recommended **and** no criterion-level ratings of Not Recommended will receive an overall rating of Highly Recommended (HR) and will advance to the second round of evaluations, which will consist of an in-person or virtual presentation, and possible site visit, before the panel Senior Review Team (SRT) review.

Applicants that receive no more than two criterion-level ratings of Highly Recommended **and** no criterion-level ratings of Not Recommended will be rated Recommended (R).

Applicants that receive one or more criterion-level ratings of Not Recommended will be rated Not Recommended (NR). The table below provides an overview of how the applicant's overall rating should be determined.

Overall Merit Rating	**Criterion- Level Recommendation Ratings**
Highly Recommended	• At least three criterion-level ratings of Highly Recommended **and** • Zero criterion-level ratings of Not Recommended

Recommended	● No more than two criterion-level ratings of Highly Recommended **and** ● zero criterion-level ratings of Not Recommended
Not Recommended	● 1 or more criterion-level ratings of Not Recommended

Only applicants receiving an **overall HR rating** will advance to the Second-Level Review. Instructions for round two will be provided **only** to qualifying applicants.

Consideration Threshold:
If no applicant receives a rating of **"Highly Recommended,"** then all applicants receiving a rating of **"Recommended"** will be advanced for further consideration.

VII. FINALIZING AND SUBMITTING YOUR RATING SHEET

Once all scoring and comments are complete:

1. Review scores for accuracy
2. Ensure justification comments are included for all criteria
3. Assign the **overall HR/R/NR rating**
4. Indicate **advance to second-tier review: YES / NO**
5. Sign and date the rating sheet
6. Submit the completed evaluation sheet to the Merit Review Team panel convenor **two (2) days** prior to panel meeting**.**
7. Following the Merit Review Team meeting, the convenor will enter scores into the automated Excel tally sheet

All reviewer notes and materials must remain **confidential**.

Phase II: Formal Presentation to OSDBU

Applicants advancing from Phase I of the Merit Evaluation Process must participate in a Formal Presentation to OSDBU to further assess the applicant's organizational and staffing capabilities, budget effectiveness, and risk management and program compliance approach.

This phase is intended to provide OSDBU with additional insight into the applicant's operational readiness, implementation strategy, management capacity, staffing structure, financial and program management capabilities, and overall ability to successfully execute the SBTTAC Program.

Areas of Assessment

The Formal Presentation may include, but is not limited to, assessment of the following areas:

- **Organizational & Staff Capabilities:** The overall organizational structure, qualifications of key personnel, staffing approach, and long-term operational capacity of the proposed team.

- **Budget Effectiveness:** The efficiency, feasibility, reasonableness, and alignment of the proposed budget with the applicant's technical and operational approach.

- **Risk Management & Program Compliance:** The applicant's strategy for mitigating operational, financial, and performance risks, while ensuring adherence to applicable Federal requirements, cooperative agreement terms, reporting obligations, and program guidelines.

Notification of Advancement

Qualified applicants selected to advance to Phase II will be notified within five (5) business days following completion of Phase I scoring.

Presentation Format

Formal Presentations may occur:

- In-person at the applicant's office or proposed operating location;

- USDOT Headquarters; or

- Virtually via Zoom or another Department-approved platform.

OSDBU reserves the right to conduct a site visit, request supplemental documentation, or schedule follow-up discussions as part of this phase of the evaluation process.

Time Allocation

Applicants should plan for:

- A sixty (60)-minute presentation; and

- Up to a fifteen (15)-minute Question and Answer (Q&A) session.

Standardized Questions

To support consistency and fairness in the evaluation process, each applicant participating in the Formal Presentation phase will be asked the same three (3) standardized questions by the OSDBU review team.

Presentation Expectations

Applicants should ensure that personnel responsible for executive oversight, program implementation, financial management, and day-to-day operations are available to participate in the presentation and respond to questions from the OSDBU review team. Applicants may also be asked to provide additional supporting documentation or clarification during or following the presentation process.

Purpose: To validate alignment between the written proposal and the operational approach, confirm staffing, and ask clarifying questions.

Successful candidates will advance to **Phase III**, an assessment by the Senior Review Team (SRT)

Phase III: Senior Review Team (SRT)

Following completion of Phase II: Presentation (Applicant) to the OSDBU Team, Highly Recommended (HR) applicants may advance to Phase III evaluation by the Senior Review Team (SRT).

The SRT consists of senior Departmental officials who conduct a strategic assessment of HR applicants, evaluating demonstrated capacity to successfully advance the SBTTAC mission and alignment with the Administration's priorities and the Secretary's Strategic Plan.

During this phase, the SRT reviews materials and findings developed throughout the merit review process, including written applications, supporting documentation, organizational and financial information, performance measures, technical evaluations, and Phase II presentation materials and responses.

The SRT assessment may consider:

Demonstrated Ability to Advance the Successful Execution of the SBTTAC Mission

- Experience delivering technical assistance, procurement counseling, business development, and capacity-building services to small businesses;
- Operational readiness, implementation planning, and ability to execute proposed activities within established timelines and performance expectations; and
- Evidence of sustainability, scalability, and measurable economic impact.

Particular emphasis may be placed on applicants demonstrating a results-driven operational approach that produces measurable outcomes, strengthens the domestic small business industrial base, and improves access to federal procurement and economic opportunity.

Understanding of the Administration's Priorities and the Secretary's Strategic Plan

- Demonstrated understanding of Administration priorities related to economic competitiveness, workforce development, domestic supply chain resilience, and small business growth;
- Alignment of proposed activities with Departmental strategic goals, policy objectives, and program priorities; and
- Ability to demonstrate measurable public value and long-term impact.

Applicants demonstrating both strong operational capability and alignment with strategic priorities may receive enhanced consideration during final funding recommendations.

USDOT - OSDBU Small Business Transportation Technical Assistance Center

(SBTTAC) NOFO Application/Proposal Rating Form

PROPOSAL MERIT REVIEW AND RATING

Region:	
Applicant:	
Funding Opportunity Number:	
Date Received by Proposal Review Committee Member:	
Print Name of Merit Review Committee Member (Name, Title, Division):	
Signature ______________________	**Date** ______________________
Period of Performance:	

Reviewer Scoring Instructions

Please review each section of the applicant's proposal and assign a numeric score (0–5) for every guideline under each evaluation criterion. Applications must address **all** required elements. **Incomplete or non-responsive proposals must be disqualified.**

Numeric Scoring Scale (Applied to Each Criterion Guideline)

Rating Scale: 0–5 Points

0 – Does Not Meet Requirements
The proposal does not address the guideline, provides insufficient information, or lacks relevance.

1 – Partially Meets Requirements
The proposal addresses the guideline but lacks clarity, detail, feasibility, or adequate supporting evidence.

2 – Meets Requirements
The proposal provides a clear, complete, and satisfactory response that meets the basic expectations of the guideline.

3 – Exceeds Requirements
The proposal provides a strong, well-developed, and well-supported response that exceeds expectations in key areas.

4 – Strongly Exceeds Requirements
The proposal demonstrates exceptional quality, depth, and feasibility, presenting a comprehensive and highly effective approach supported by strong evidence or innovation.

5 – Outstanding / Superior Performance
The proposal offers an exemplary, highly innovative, and thoroughly substantiated response that significantly surpasses expectations and reflects exceptional capability and readiness.

Evaluation Criteria and Weights (Total: 100 Points)

Evaluation Criterion	Weight
1. Approach & Strategy	25
2. Stakeholder Engagement (Public & Private)	25
3. Organizational & Staff Capability	20
4. Cost Proposal & Budget Effectiveness	20
5. Risk Management & Program Compliance	10
TOTAL	100

Below is the scoring section for each criterion and its corresponding guidelines. Please enter a numeric score for each guideline in the designated field, then total those values to determine the overall score for that criterion. Enter each final criterion score in its designated space. After completing all guideline scores for a criterion, refer to the score ranges provided and select the appropriate rating (HR, R, or NR) by checking the corresponding box.

A **Final Score Tally Table** is provided at the end of this form. Record the overall score for each criterion in the table, calculate the total score, and enter the final total in the designated space.

Criterion-Level Ratings (HR / R / NR)

After assigning a numeric score to each criterion, you must also select one of the following ratings to reflect your qualitative assessment of the applicant's strength in that category:

- **Highly Recommended (HR)**
- **Recommended (R)**
- **Not Recommended (NR)**

Overall Proposal Rating

Once all numeric scores and criterion-level ratings are entered, determine the applicant's overall proposal rating using the below:

- **Highly Recommended (HR)** = At least three HR ratings **and** 0 NR ratings
- **Recommended (R)** = No more than two HR ratings **and** 0 NR ratings
- **Not Recommended (NR)** = One or more NR ratings

Applicants receiving an **overall proposal rating** of Highly Recommended will advance to **Phase II**.

Phase II: Formal Presentation to OSDBU

Applicants advancing from Phase I of the Merit Evaluation Process must participate in a Formal Presentation to OSDBU to further assess the applicant's organizational and staffing capabilities, budget effectiveness, and risk management and program compliance approach.

This phase is intended to provide OSDBU with additional insight into the applicant's operational readiness, implementation strategy, management capacity, staffing structure, financial and program management capabilities, and overall ability to successfully execute the SBTTAC Program.

Areas of Assessment

The Formal Presentation may include, but is not limited to, assessment of the following areas:

- **Organizational & Staff Capabilities:** The overall organizational structure, qualifications of key personnel, staffing approach, and long-term operational capacity of the proposed team.

- **Budget Effectiveness:** The efficiency, feasibility, reasonableness, and alignment of the proposed budget with the applicant's technical and operational approach.

- **Risk Management & Program Compliance:** The applicant's strategy for mitigating operational, financial, and performance risks, while ensuring adherence to applicable Federal requirements, cooperative agreement terms, reporting obligations, and program guidelines.

Notification of Advancement

Qualified applicants selected to advance to Phase II will be notified within five (5) business days following completion of Phase I scoring.

Presentation Format

Formal Presentations may occur:

- In-person at the applicant's office or proposed operating location;

- USDOT Headquarters; or

- Virtually via Zoom or another Department-approved platform.

OSDBU reserves the right to conduct a site visit, request supplemental documentation, or schedule follow-up discussions as part of this phase of the evaluation process.

Time Allocation

Applicants should plan for:

- A sixty (60)-minute presentation; and
- Up to a fifteen (15)-minute Question and Answer (Q&A) session.

Standardized Questions

To support consistency and fairness in the evaluation process, each applicant participating in the Formal Presentation phase will be asked the same three (3) standardized questions by the OSDBU review team.

Presentation Expectations

Applicants should ensure that personnel responsible for executive oversight, program implementation, financial management, and day-to-day operations are available to participate in the presentation and respond to questions from the OSDBU review team. Applicants may also be asked to provide additional supporting documentation or clarification during or following the presentation process.

Purpose: To validate alignment between the written proposal and the operational approach, confirm staffing, and ask clarifying questions.

Successful candidates will advance to **Phase III**, an assessment by the Senior Review Team (SRT)

Phase III: Senior Review Team (SRT)

Following the completion of Phase II: Presentation (Applicant) to the OSDBU Team, Highly Recommended (HR) applicants may advance to Phase III for evaluation by the Senior Review Team (SRT). The SRT will consist of senior Departmental officials who will conduct a strategic review of HR applicants, assessing their demonstrated ability to advance the successful execution of the SBTTAC mission and their understanding of the Administration's priorities and the Secretary's Strategic Plan.

During this phase, the SRT will review materials and findings developed throughout the merit review process, including the written application, supporting documentation, organizational and financial information, performance measures, technical evaluations, and the applicant's Phase II presentation and responses to reviewer questions. The SRT will provide written assessments of applicants based on the following areas:

Demonstrated Ability to Advance the Successful Execution of the SBTTAC Mission

The SRT will assess the applicant's demonstrated capacity, readiness, and strategic approach to successfully execute the mission and objectives of the SBTTAC program. The assessment may consider the applicant's:

- Experience delivering technical assistance, procurement counseling, business development, and capacity-building services to small businesses;

- Operational readiness, implementation planning, and ability to execute proposed activities within established timelines and performance expectations; and

- Evidence of long-term sustainability, scalability, and measurable economic impact.

Particular emphasis may be placed on applicants demonstrating a clear "Results-First" operational model that produces measurable outcomes, strengthens the domestic small business industrial base, and improves access to federal procurement and economic opportunity.

Understanding of the Administration's Priorities and the Secretary's Strategic Plan

The SRT will assess the applicant's understanding of and alignment with the Administration's priorities and the Secretary's Strategic Plan. The assessment may consider the applicant's:

- Demonstrated understanding of current Administration priorities related to economic competitiveness, workforce development, domestic supply chain resilience, and small business growth;

- Alignment of proposed activities with Departmental strategic goals, policy objectives, and program priorities; and

- Ability to demonstrate measurable public value and long-term impact consistent with Departmental and Administration-wide priorities.

Applicants that demonstrate both a strong operational capability to execute the SBTTAC mission and a clear understanding of the Administration's strategic priorities may receive enhanced consideration during final funding recommendations.

The **SRT** will provide the OSDBU Team with a list of **"Recommended" applicants**

Following completion of all three phases of the review process, final award selections will be made by the OSDBU Director.

CRITERIA ASSESSMENT AND SCORING

1. Approach & Strategy

The applicant must present a clear, results-driven strategy and work plan for delivering SBTTAC services across the entire regional service area. This includes a well-defined methodology, feasible timelines, and an effective service delivery model aligned with program objectives. Applicants must justify their proposed headquarters city and outline a detailed plan for implementing all required activities identified in Section E of the NOFO, including capital infusion, counseling, training, outreach as well as business analyses, market research, feasibility assessments, management and technical training, counseling, outreach, and provision of all necessary labor, facilities, and equipment.

The proposed approach must demonstrate how the applicant will drive **measurable performance outcomes and meaningful program impact**. Objectives must be specific, measurable, and time-bound, and directly aligned with OSDBU goals and the applicant's organizational mission. Applicants should clearly explain how their methods will improve small business readiness, increase access to capital and contracting opportunities, and contribute to stronger participation in DOT-funded projects. Approaches that incorporate innovation, creative delivery methods, and evidence-based practices to expand impact will receive priority consideration.

Applicants must also provide estimated direct (non-labor) costs. OSDBU will evaluate the quality, feasibility, cost-effectiveness, and anticipated **performance and impact** of the proposed strategy. Referenced in Section E of the NOFO.

<u>Guidelines:</u>

- Does the applicant present a clear, comprehensive, and feasible strategy and work plan for delivering all SBTTAC services outlined in Section E of the NOFO? ______

- Are the proposed objectives specific, measurable, time-bound, and aligned with OSDBU's program goals, expected performance outcomes, and mission? ______

- Does the applicant justify the headquarters location and demonstrate the ability to effectively serve the full regional service area? ______

- Does the approach demonstrate innovation and a strong potential for measurable impact, such as improved small business capacity, increased access to capital, or expanded participation in DOT opportunities? ______

- Are the proposed methods—and associated direct (non-labor) costs reasonable, cost-effective, and likely to produce strong performance outcomes and regional impact? ______

Combined Criterion: Approach & Strategy *(25 Points maximum)*

Score: ______________________

<u>Assigned Rating</u> (*check one*):

☐ **Highly Recommended (HR)** — *20–25 points*
☐ **Recommended (R)** — *17-19 points*
☐ **Not Recommended (NR)** — *16 points and below*

2. Stakeholder Engagement & Technical Assistance Network

The applicant must demonstrate strong existing regional relationships and a clear ability to build, expand, and coordinate effective networks with DOT grant recipients and local, state, and regional technical assistance partners. OSDBU will evaluate the applicant's capacity to leverage and strengthen these networks through innovative, multidimensional engagement strategies that improve access and outcomes for transportation-related small businesses. Applicants must present a targeted and actionable plan for collaborating with DOT grantee/recipients, transportation primes and subcontractors, SBA, SBDCs, WBDCs, DOD APEX Accelerators, State DOTs, DOT Supportive Services, and other technical assistance services providers. The proposal must also demonstrate the applicant's ability to connect small businesses with a broad range of technical, financial, and capacity-building resources across the transportation ecosystem.

A well-defined outreach strategy—responsive to documented regional needs and achievable within the agreement performance period—is required. The proposal must also describe a clear approach for engaging partners to support outreach, coordination, and implementation of program activities.
Relevant requirements can be found in Section E of the NOFO*,* which outlines collaboration, outreach, partnership development, and engagement expectations with regional stakeholders and technical assistance partners.

Guidelines:

- Does the applicant provide evidence of strong existing relationships and a clear plan to expand or enhance stakeholder and technical assistance networks across the region?

  ______

- Does the proposal outline a targeted and feasible strategy for collaborating with DOT grantees/recipients, primes, SBA resource partners, APEX Accelerators, State DOTs, and other key entities?

  ______

- Does the applicant demonstrate the ability to connect small businesses with a comprehensive range of supportive services relevant to transportation markets?

  ______

- Is the outreach strategy well-defined, regionally responsive, and realistically achievable within the performance period?

- Does the applicant present a clear and effective plan for engaging and utilizing partners to strengthen outreach, coordination, and implementation of program activities?

  ______

Combined Criterion: **Stakeholder** Engagement & Technical Assistance Network *(25 Points maximum)*

Score: _______________________

Assigned Rating (*check one*):

☐ **Highly Recommended (HR)** — *20–25 points*
☐ **Recommended (R)** — *17-19 points*
☐ **Not Recommended (NR)** — *16 points and below*

3. ORGANIZATIONAL & STAFF CAPABILITY

The applicant must demonstrate that their organization has the experience, capacity, and resources necessary to fulfill all SBTTAC responsibilities. This includes evidence of recent and relevant success serving small businesses and transportation-related firms, along with a description of the organization's facilities, technical systems, administrative structure, and financial management capabilities. The proposal must also identify the qualifications of key administrative and fiscal personnel and demonstrate the organization's ability to access volunteer support and secure matching or alternative financial resources. OSDBU will assess whether the applicant's infrastructure is adequate to support full program execution.

Additionally, the applicant must provide a complete staffing plan that outlines key personnel, their roles, time commitments, qualifications, salaries, fringe benefits, and relevant experience. Resumes must reflect expertise aligned with the proposed scope of work. The proposal must clearly define roles, responsibilities, and accountability structures, and demonstrate that staffing levels and capabilities are sufficient to meet SBTTAC objectives and effectively serve the regional small business community.as referenced in Section E of the NOFO.

<u>Guidelines:</u>

- Does the applicant demonstrate strong internal controls and oversight mechanisms to ensure compliance with federal regulations and Cooperative Agreement requirements?

  _____

- Risk Identification & Mitigation: Does the proposal identify potential programmatic and financial risks and outline realistic, effective mitigation strategies?

  _____

- Monitoring & Quality Assurance: Is there a clear process for monitoring deliverables, deadlines, documentation, reporting, and ensuring data accuracy, financial tracking, and performance quality?

  ______

- Compliance & Safeguarding Federal Funds: Does the proposed approach show the capacity to safeguard Federal funds and maintain transparency, accountability, and adherence to 2 CFR 200.302, 200.303, and 200.328?

Combined Criteria: Organizations & Staff Capability *(20 Points maximum)*

Score: ______________________

Assigned Rating (***check one***):

☐ **Highly Recommended (HR)** — *16–20 points*
☐ **Recommended (R)** — *14-15 points*
☐ **Not Recommended (NR)** — *13 points and below*

4. COST PROPOSAL & BUDGET EFFECTIVENESS

The applicant must submit a complete, reasonable, and region-appropriate **12-month Base Year budget** that clearly identifies the portion funded by OSDBU and accurately reflects all required cost-share/match contributions. The budget must directly align with the applicant's proposed strategy, demonstrate sufficient resources to achieve program objectives, and show that expenditures support efficient and effective delivery of SBTTAC services. OSDBU will evaluate whether the OSDBU-funded portion complies with all allowable cost requirements, whether the applicant provides meaningful and well-documented in-kind or cash match contributions, and whether the budget reflects cost-effective and innovative use of resources. Applicants must provide clear justifications for all proposed costs to demonstrate allocability, reasonableness, and adherence to the scope of work. Referenced in NOFO Section 4.0 – Budget Requirements, Match/Cost Share Requirements, and Allowable Costs.

Guidelines:

- Does the applicant provide a complete and accurate 12-month budget that clearly distinguishes OSDBU-funded costs from match contributions?

  ______

- Are the proposed costs reasonable, allowable, and directly aligned with the work plan and performance objectives?

  ______

- Does the budget demonstrate sufficient resources—including staffing, travel, equipment, supplies, and other necessary categories—to deliver all required SBTTAC services?

  ______

- Does the applicant provide meaningful, well-supported match contributions, and is the overall budget cost-effective, clearly justified, and likely to support efficient implementation and strong performance outcomes? ______

Combined Criteria: Cost Proposal & Budget Effectiveness *(20 Points maximum)*

Score: ______________________

Assigned Rating (***check one***):

☐ **Highly Recommended (HR)** — *16–20 points*
☐ **Recommended (R)** — *14-15 points*
☐ **Not Recommended (NR)** — *13 points and below*

5. Risk Management & Program Compliance

The applicant must demonstrate the ability to manage programmatic, financial, and administrative risks to ensure full compliance with federal requirements and SBTTAC program expectations. The proposal should describe internal controls, oversight structures, and quality assurance processes that will be used to monitor performance, safeguard Federal funds, ensure accurate reporting, and maintain compliance with 2 CFR 200.302, 200.303, and 200.328, OSDBU guidelines, and all terms of the Cooperative Agreement.

The applicant must outline how risks—such as staff turnover, service disruptions, financial inaccuracies, data integrity issues, or delays in meeting deliverables—will be identified, mitigated, and monitored. Strong proposals will clearly demonstrate the organization's readiness to manage the Cooperative Agreement responsibly, maintain timely submission of required reports, ensure proper documentation in the OSDBU CRM, and uphold high standards of accountability and transparency, as referenced in Section H.1 of the NOFO.

Guidelines:

- Does the applicant demonstrate strong internal controls, clear oversight mechanisms, and effective identification and mitigation of programmatic and financial risks to ensure compliance with federal regulations and Cooperative Agreement requirements?

  ______

- Monitoring, Quality Assurance & Safeguarding Federal Funds: Does the applicant present a clear process for monitoring deliverables, deadlines, documentation, data accuracy, financial tracking, and reporting and show the capacity to safeguard Federal funds with full transparency, accountability, and adherence to 2 CFR 200.302, 200.303, and 200.328? ______

Combined Criterion: Risk Management & Program Compliance (10 Points)

Score: ______________________

Assigned Rating (***check one below***):

☐ **Highly Recommended (HR)** — *8–10 points*
☐ **Recommended (R)** — *7 points*
☐ **Not Recommended (NR)** — *6 points and below*

Directions: To determine the overall proposal rating for the application, use this section to determine the ratings across all criteria. Add the rating assigned for each criterion to determine the final proposal rating. Ensure all entries are accurate before submitting.

SCORING TALLY TABLE

CRITERIA	Criterion-Level Rating
Approach & Strategy	
Stakeholder Engagement & Technical Assistance Network	
Organizational & Staff Capability	
Cost Proposal & Budget Effectiveness	
Risk Management & Program Compliance	

Directions: The criterion-level ratings above will determine whether the applicant is rated as Highly Recommended, Recommended, or Not Recommended for the award. Based on criterion-level ratings, please place a check mark next to the appropriate rating:

Assigned Overall Rating (***check one***)**:**

HIGHLY RECOMMENDED (HR) = at least three criterion-level ratings of HR **and** zero criterion- level ratings of NR ***(Advances to Phase II)***	
RECOMMENDED (R) = no more than two criterion ratings of HR **and** zero criterion-level ratings of NR	
NOT RECOMMENDED (NR) = one or more criterion-level ratings of NR	

☐ **Highly Recommended (HR)** ☐ **Recommended (R)** ☐ **Not Recommended (NR)**

ADDITIONAL NOTES:

—

APPLICANT RANK IN COMPETITION

Applicant Rank:

ADVANCE TO PHASE II REVIEW - PRESENTATION TO OSDBU TEAM AND POSSIBLE SITE VISIT):

☐ **Yes** ☐ **No**

TO BE COMPLETED BY OSDBU TEAM MEMBER:

ADVANCE TO PHASE III REVIEW – SENIOR REVIEW TEAM (SRT):

☐ **Yes** ☐ **No**

____

Print Name

____ __________________

Signature **Date**

PHASE III: Senior Review (SRT) Guidance

Guidance to the Senior Review (SRT) Team

SRT Review Approach

We are requesting that you review all materials from Phase I of the review process, including the merit review, application package, supporting documentation, performance data, technical evaluations, and the Phase II presentation and responses.

We are requesting that your assessment be based on the following two areas:

SBTTAC Mission Execution Capacity

We are requesting that you assess the applicant's ability to successfully implement the SBTTAC program, with focus on:

- Experience in delivering technical assistance and small business support services;
- Operational readiness to meet established timelines and performance requirements; and
- Sustainability, scalability, and measurable impact.

We are requesting that emphasis be placed on whether the applicant demonstrates a "Results-First" approach that produces measurable outcomes and strengthens small business participation in federal opportunities.

Alignment with Administration Priorities

We are requesting that you assess the applicant's alignment with Administration priorities and the Secretary's Strategic Plan, with focus on:

- Understanding of priorities related to economic competitiveness, workforce development, supply chain resilience, and small business growth;
- Alignment of proposed activities with Departmental goals and policy objectives; and
- Ability to demonstrate measurable public value and long-term impact.

Deliverable: SRT Consensus Memorandum

We are requesting that the SRT prepare a concise consensus memorandum addressed to the OSDBU Director summarizing findings for each HR applicant under both frameworks, including a list of recommended applicants.

The memorandum should reflect a unified assessment and will serve as the basis for final award recommendations to support the OSDBU Director's final funding decisions.

Following completion of all three phases of the review process, final award selections will be made by the OSDBU Director.

<u>Conflict of Interest & Confidentiality Certification</u>

As a member of the Small Business Transportation Technical Assistance Center (SBTTAC) 2026 Proposal Senior Review Team, I hereby certify the following:

1. **No Conflict of Interest**
   I affirm that I have **no real, potential, or perceived conflict of interest** with any applicant under review. This includes, but is not limited to:
   - Personal, professional, financial, or organizational relationships.
   - Previous involvement in preparing, reviewing, advising on, or supporting any submitted application.
   - Employment, contractual l, or advisory relationships with any applicant or partner organization.
   - Any circumstance that could impair—or appear to impair—my impartiality.
2. **Duty to Disclose**
   I agree to immediately disclose to the OSDBU SBTTAC lead **any conflict of interest, or potential conflict, that becomes known** at any point during the review process.
3. **Confidentiality Requirement**
   I understand that all application materials, reviewer comments, scores, de liberations, and panel discussions are **strictly confidential**. I agree to:
   - Maintain complete confidentiality of all proposal information;
   - Not discuss, distribute, retain, or reproduce any materials;
   - Use all application information solely for the purpose of participating in the official SBTTAC evaluation process.
4. **Impartiality Commitment**
   I affirm that I will:
   - Evaluate proposals objectively and solely on the criteria published in the NOFO;
   - Apply the scoring system consistently and without bias;
   - Refrain from allowing any personal or professional considerations to influence my judgment.
5. **Submission Requirement**
   This certification must be completed, signed, and submitted *prior* to evaluating or scoring any proposal(s).

The completed certification should be emailed to leadership in the Office of Small & Disadvantaged Business Utilization.

Reviewer Certification

By signing below, I certify that I have read, understand, and agree to all statements above and that I am eligible and authorized to participate in this review panel.

Reviewer Name: ____

Title/Division: ____

Signature: ______________________________________ **Date:** ______________________