Federal Funding Opportunity
Request for Applications (RFA)
Executive Summary

Federal Agency Name:	U.S. Department of Transportation Federal Highway Administration Office of Acquisition Management 1200 New Jersey Avenue, SE Suite E65-101 Washington, DC 20590
Funding Opportunity Title:	"Garrett A. Morgan Technology and Transportation Education Program Clearinghouse"
Announcement Type:	This is the initial announcement of this funding opportunity.
Catalog of Federal Domestic Assistance (CFDA) Number:	20.205
Dates:	RFA Issue Date: June 3, 2013 Application Due Date: July 11, 2013 at 4:00 pm Eastern Time
Direct Questions to:	Angela A. Jones, HAAM-20 Angela.Jones@dot.gov (202) 366-4255
Secondary Point of Contact:	Carl Rodriguez, HAAM-20 Carl.Rodriguez@dot.gov (202) 366-4240

Information on Pre-Proposal Teleconference

DATE/TIME: In an effort to provide clear guidance on the solicitation requirements, FHWA plans to conduct a pre-proposal teleconference on Thursday, June 13, 2013 from 2:00 pm to 3:30 pm, Eastern Time (ET).

PURPOSE: The purpose of the pre-proposal teleconference is to clarify the requirements of this solicitation, discuss the program and answer questions from potential applicants regarding this solicitation.

QUESTIONS FOR PRE-PROPOSAL TELECONFERNCE: Potential applicants are encouraged to submit questions for the pre-proposal teleconference by email to Angela Jones at Angela.Jones@dot.gov no later than two (2) days prior to the scheduled teleconference. FHWA will compile the questions and, to the extent possible, provide answers during the teleconference. FHWA will not reveal the identity of the individuals and/or organizations submitting the questions. As time permits, FHWA will also entertain additional questions during the pre-proposal teleconference. FHWA will add any new Questions & Answers to the Request for Applications and post them online at www.Grants.gov.

REGISTRATION: Interested potential applicants who wish to participate must register for the meeting. Pre-Proposal Teleconference Point of Contact:

Angela A. Jones
Email: Angela.Jones@dot.gov
Telephone: 202-366-4255

One (1) day before the schedule teleconference, FHWA will provide interested applicants the 1-888 telephone number for applicants to call in to participate in the teleconference.

QUESTIONS & ANSWERS:

FHWA may periodically post a summary of questions received and answers to those questions. The periodic summaries will be posted at www.Grants.gov under Funding Opportunity Number DTFH61-13-RA-00007. Accordingly, potential applicants are encouraged to register at www.Grants.gov under the subject Funding Opportunity Number to receive notifications by email of any new postings under this funding opportunity.

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

SECTION I – FUNDING OPPORTUNITY DESCRIPTION

A. STATEMENT OF PURPOSE

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

The Federal Highway Administration (FHWA) is accepting applications for a grant agreement to establish and operate a Garrett A. Morgan Technology and Transportation Education Program Clearinghouse.

B. LEGISLATIVE AUTHORITY

The authority to award a grant for this effort is found in the *Moving Ahead for Progress in the 21st Century Act (MAP-21)*, Public Law 112-111, Section 5204(d)(1) (July 2012) which states,

(1) In general - “The Secretary shall establish the Garrett A. Morgan Technology and Transportation Education Program to improve the preparation of students, particularly women and minorities, in science, technology, engineering, and mathematics through curriculum development and other activities related to transportation.

(2) Authorized activities--The Secretary shall award grants under this subsection on the basis of competitive peer review. Grants awarded under this subsection may be used for enhancing science, technology, engineering, and mathematics at the elementary and secondary school level through such means as—
   (A) internships that offer students experience in the transportation field;
   (B) programs that allow students to spend time observing scientists and engineers in the transportation field; and
   (C) developing relevant curriculum that uses examples and problems related to transportation.”

C. BACKGROUND

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

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

In July 2012, the new surface transportation legislation, the *Moving Ahead for Progress in the 21st Century Act* (MAP-21), Public Law 112-141 was enacted. The need for this program has been demonstrated by the continued funding in MAP-21, 23 U.S.C. Section 504 (d).

D. OBJECTIVES

The Garrett A. Morgan Technology and Transportation Education Program has provided grants to Local and State educational agencies which may partner with institutions of higher education, businesses, and others to implement programs to improve K-12 students' skills in STEM through transportation activities. Since 2006, over 40 projects have been funded through GAMTTEP to improve the preparation of students in transportation STEM. This solicitation will expand upon those efforts by establishing, the GAMTTEP Clearinghouse facilitate program objectives and broadly share the results of projects previously funded by GAMTTEP grants and to leverage other transportation education programs in support of the GAMTTEP objectives. The program objectives are:

- To build a bridge between America's youth and the transportation community;
- To improve elementary and secondary (K-12) level students' skills in STEM through such means as curriculum development, internships, mentoring programs, and other transportation-related activities;
- To facilitate partnerships among, government, academia, other private sector; and

- To increase understanding of the transportation industry and careers, and advance transportation workforce development.

E. STATEMENT OF WORK

The purpose of the GAMTTEP Clearinghouse will be to extend the benefits and successful practices of previous grant recipients to new audiences through efforts to collect and analyze GAMTTEP results, develop and disseminate successful practices and case studies, seek out and leverage other STEM interest, and work to establish partnerships in support of the Clearinghouse objectives, the recipient shall:

1. Serve as an advocate for transportation STEM and as a liaison to the broader STEM community;
2. Leverage other STEM resources at the national level and expand partnership opportunity to effectively disseminate and integrate successful GAMTTEP best practices access the broader STEM community for modeling and replication;
3. Work closely with Regional Surface Workforce Development Centers to more fully leverage interest and resource throughout the transportation, education, and labor communities;
4. Support the development of relevant curriculum that can begin as early as kindergarten to interest students in transportation and provide learning tools that continue to be useful at the adult education level;
5. Establish partnerships in support of the GAMTTEP objectives among Department of Transportation (DOT), the private sector, and communities to ensure that today's students are prepared to become tomorrow's transportation workers;
6. Partner with a recognized STEM advocate so that a related STEM transportation component aligned with the GAMTTEP objectives is added to ongoing STEM activities to leverage the significant STEM efforts currently underway;
7. Extend the benefits and successful practices of previous GAMTTEP recipients to new audiences, develop process to disseminate methodologies, program materials, and techniques used to develop supportive STEM education partnerships.
8. Provide access to programs that allow students to shadow/observe scientist and engineers in the transportation field;
9. Provide access to technologies that will enable students to develop skills that they can apply to transportation careers;
10. Serve as a resource for State Educational Agency's (SEAs) and Local Educational Agency's) (LEA)s in support of the development and implementation of STEM programs;
11. Provide access to successful technologies focused on women and minorities to SEAs and LEAs; and
12. Identify innovative STEM related transportation curriculum, programs and resources and catalog information in database.

F. SECTION 508 OF THE REHABILITATION ACT OF 1973

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

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

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

Electronic documents with images

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

Electronic documents with complex charts or data tables

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

Electronic documents with forms

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

SECTION II – AWARD INFORMATION

A. FUNDING

FHWA anticipates Federal funding up to the total amount of $2,000,000 for this cooperative agreement subject to the availability of funds. FHWA anticipates this funding will be made available for award (subject to availability of funds) based on the following schedule:

Base Period (Agreement Year 1):	$500,000
Base Period (Agreement Year 2):	$500,000
Option Year 1 (Agreement Year 3):	$500,000
Option Year 2 (Agreement Year 4):	$500,000

Application preparation costs are not allowable charges under this agreement.

B. COST SHARING OR MATCHING

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

C. NUMBER OF AWARDS ANTICIPATED

FHWA anticipates making one (1) award from this RFA.

D. PERIOD OF PERFORMANCE

The period of performance for this grant agreement will be for two year base period with two (2) one year options, commencing from the effective date of the agreement. FHWA may unilaterally elect to extend the term of the Agreement by one or more of the option year(s).

Note: The Government anticipates the effective date of this agreement shall be on or before September 20, 2013.

E. DEGREE OF FEDERL INVOLVEMENT

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

- Technical assistance and guidance;
- Close monitoring during performance;
- Involvement in technical decisions; and
- Participation in status meetings including kick off meeting and annual budget reviews
- Approve additional STEM partnerships.

F. RESPONSIBILITIES OF THE RECIPIENT

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

- Performing the Statement of Work as described above.
- Coordinating and managing work, including issuing and managing subcontracts/sub awards and consulting arrangements, as necessary.
- Submitting all required reports including Performance Progress Reports and Annual Budget Reviews. (See Paragraph C of this Section, entitled Reporting.)
- Meeting with the FHWA Agreement Officer's Technical Representative (AOTR) as necessary and any other agency representative or partners as requested.
- Participating in a kick-off meeting with the AO and/or the AOTR to discuss agreement expectations and procedures.
- Participating in Annual Budget Review meetings with the AO and/or AOTR.

SECTION III – ELIGIBILITY INFOMRATION

ELIGIBLE APPLICANTS

Local educational agencies (LEAs) and State educational agencies (SEAs) are eligible to apply for these grants. (See Definitions section below for the meaning of a LEA and SEA). ***Applications will be rejected if they are not received from a LEA or SEA. Applicants must verify in Attachment A that they meet the eligibility requirements.*** Institutions of higher education, businesses, or other entities are encouraged to enter into a partnership agreement with a LEA or SEA to assist the LEA or SEA with program activities.

1. Partnerships

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

2. Priority

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

DEFINITIONS

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

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

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

SECTION IV – APPLICATION AND SUBMISSION INFORMATION

A. APPLICATION FORMS

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

B. CONTENT AND FORM OF APPLICATION SUBMISSION

Note: Applications under this RFA are not subject to the State review under E.O. 13372.

The application package shall consist of the following:

- Standard Form (SF) 424 (Note: Applicants may leave 5a, 5b, 6, 7,3nd 13 blank on the form).
- SF424A
- SF424B
- SF-LLL (Note: The form must be completed and submitted even if no lobbying to report. If no lobbying to report insert "None"or "N/A" in the relevant blocks).
- Grants.gov Lobbying Form
- Attachments:
    1) Technical Application – 30 page limit
    2) Budget Application – No page limit
    3) Eligibility Verification Form **(See Attachment A)**

Volume 1 – Technical Application as described below – 30 double-spaced pages maximum

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

Volume 2 – Budget Application as described below – no page limit

- Part I – Cost/Price Information and Other Financial Information

In the event an application exceeds the 30 page limitation, the Government shall evaluate only the first 30 pages of the application. The format of the application shall be as follows (Volumes 1 and 2 will be submitted in the following format):

1. Applications shall be prepared on 8 ½ x 11 inch paper except for foldouts used for charts, tables or figures, which shall not exceed 11 x 17 inches. Foldouts shall not be used for texts, and shall count as two (2) pages.
2. A page is defined as one side of an 8 ½ x 11 inch paper. Therefore, a piece of paper with printing on both sides is considered two pages.
3. Text shall be printed using the Times New Roman, font size no less than 12 point font.
4. Page margins shall be a minimum of 1 inch top, bottom, and each side.
5. Pages will be number consecutively starting with the first page.
6. No cost/price data will be included in Part 1.

Technical Applications must contain:

I. TECHNICAL AND MANAGEMENT APPROACH

The application will include a program narrative statement that describes the technical and management approach. Describe in detail how you would proceed if awarded this agreement and how you propose to meet the program objectives.

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

II. STAFFING APPROACH

a. Provide a program organization chart identifying proposed staff members assigned to the project. Include the title and a brief description of each position's responsibilities, as well as the proposed level of effort and allocation of time for each position.

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

III. PAST PERFORMANCE

Provide a minimum of three (3) current (within the last five years) or completed references from different customers (commercial and/or Government) for projects involving similar or related services. Provide customer name, point of contract, title, contact information (email and phone number), project title, project duration, project value, and how it relates to the project objective of this RFA. The Government may contact the customer point of contract for verification and to obtain past performance information. Contact information must be accurate and current.

Budget Application must contain:

COST/PRICE INFORMATION

Provide a separate detailed budget plan for each year, and then summarized for all years for all Activities. Spreadsheets can be formatted similarly to the format in DOT Form 4220.44 located at http://www.fhwa.dot.gov/aaa/pdfs/frm4220_44.pdf.

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

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

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

2. Identify any exceptions to the anticipated award Administrative Information in Section VI. Identify any preexisting intellectual property that you anticipate using during award performance, and your position on its data rights during and after the award period of performance.

3. If sub-recipients (lower-tiered organizations and/or individual consultants) will be used in carrying out this project, the following minimum information concerning such; shall be furnished:
   a. Name and address of the organization or consultant.
   b. Description of the portion of work to be conducted by the organization or consultant.
   c. Cost details for that portion of work.
   d. Letter of commitment from sub-recipient.

1\. The use of a Dun and Bradstreet (D&B) Data Universal Number System (DUNS) number is required on all applications Federal grants or cooperative agreements. Please provide your organization's DUNS number in your budget application.

2. A statement to indicate whether your organization has previously completed and A-133 Single Audit and, if so, the date that the last A-133 Single Audie was completed.
3. Include a statement to indicate whether a Federal or State organization has audited or reviewed the applicant's:
    a. accounting system
    b. purchasing system, and/or
    c. property control system.

    If such systems have been reviewed, provide summary information of the audit/review results to include as applicable summary letter or agreement, date of audit/review, Federal or State point of contact for such review
4. Terminated cooperative agreements or contract – List any cooperative agreements or contracts that were terminated for convenience of the Government within the past 3 years, and any contract that was terminated for default within the past 5 years. Briefly explain the circumstances in each instance.
5. Describe how your organization will obtain the necessary resources to complete this agreement.
6. The applicant is directed to review Title 2 CFR 170 [located at http://ecfr.gpoaccess.gov/cgi/t/text/text-ids/c-ecfr&tpl-/ecfrbrowse/Tital01/2cfr170_main_02.tpl] dated September 14, 2010, and Appendix A therto, [located at http:;;ecfr.gpoaccess.gov/cgi/t/text/text-idx?c-ecfr&sid-10ee5024047f849dcfc5c299ee2626af&rgn=div9&view=text&node=2:1.1.1.8.8.3.1.8.2&idno=2] and acknowledge in its application that it understands the requirement, has the necessary processes and systems in place, and is prepared to fully comply with the reporting described in the term if it receives funding resulting from this Request for Applications. Appendix A will be incorporated in the award document.

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

C. SUBMISSION DATES AND TIMES

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

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

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

D. FUNDING RESTRICTIONS

This Government will not reimburse pre-award costs or application preparation costs.

E. OTHER SUBMISSION REQUIREMENTS

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

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

SECTION V – APPLICATION REVIEW INFORMATION

A. EVALUATION FOR RESPONSIVENESS

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

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

B. EVALUATION CRITERIA

The Applicant (lead organization in in a partnership) must be a Local Educational Agency (LEA) or State Education Agency (SEA).

Technical Evaluation Criteria

The applicant's technical competence and understanding of the activities required to fulfill the objectives of this agreement. Technical applications will be evaluated based on the following criteria which are listed in descending order of importance (subcriteia are of equal importance):

TECHNICAL

1. <u>Sustainability</u>

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

2. <u>Experience</u>

   a. Demonstrated experience of organization developing, implementing and evaluating Transportation K-12 STEM program.
   b. Demonstrated experience of organization partnering/working with broader (non-Transportation) K-12 STEM community.

3. <u>Technical Assistance</u>

   a. Demonstrated infrastructure with the ability to interface with entities on a national level.
   b. Exhibited capacity to provide technical assistance on STEM at the national level.

4. <u>Emphasis on Targeted Population</u>

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

PAST PERFORMANCE

The Government will evaluate the relevant merits of the recipient's past performance on the basis of reputation and record with its former customers. Provide a list of three current (within the past 5 years) customers (commercial and/or Government) for projects involving similar or related services. Provide customer name, point of contact, title, phone number, project title, project duration, project value, and how it relates to the objectives of this RFA. The Government may contact the customer point of contact for verification and to obtain past performance information.

The Government may award this grant agreement without discussions. The Government reserves the right to conduct discussions with applicants if the Agreement Officer determines necessary.

COST

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

C. REVIEW AND SELECTION PROCESS

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

The Agreement Officer (AO) is the official responsible for final award selection. The Government is not obligated to make any award as a result of this announcement.

D. ANTICIPATED ANNOUNCEMENT AND AWARD DATES

FHWA anticipates making an award on or about September 20, 2013.

E. AWARD NOTICES

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

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

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

SECTION VI – AWARD ADMINISTRATION INFORMATION

A. ADMINISTRATIVE AND NATIONAL POLICY REQUIREMENTS

1. GOVERNING REGULATIONS

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

- "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organization (29 CFR18)," [located at: www.dot.gov/ost/m60/grant/49cfr19.htm];
- 2 CFR Part 225 (OMB circular A-87), "Cost Principles for State and Local, Indian Tribal Governments," [located at www.whitehouse.gov/omb/circulars/a087/a087-all.html];
- OMB Circular A-102, "Grants and Cooperative Agreements with State and Local Governments," [located at www.whitehouse.gov/omb/circulars/a102/a102.htm];
- 2 CFR Part 230 (OMB Circular A-122), "Cost Principles for Non-Profit Institutions," [located at http://edocket.access.gpo.gov/2005/05-16650htm];
- OMB Circular A-133, "Audits of States, Local Governments, and Non-Profits," [located at www.whitehouse.gov/omb/circulars/a133/a133.html]; and
- 2 CFR 170 and Attachment A; and
- Any other applicable Federal regulation or statute.

2. RESPONSIBILITIES OF THE RECIPIENT

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

- Performing the tasks described in the Statement of Work as described in Section I, Funding Opportunity Description.
- Performing tasks agreed upon in the Annual Work Plan.
- Coordinating and managing work, including issuing and managing subcontracts or subawards and consulting arrangements, as necessary.
- Submitting all required reports including quarterly progress, annual reports, annual work plans, and annual budget reviews (see Section VI, Paragraph B, entitled Reporting).
- Coordinating and meeting with the FHWA Agreement Officer's Technical Representative (AOTR) as necessary.
- Participating in a kick-off meeting with the AO, Agreement Specialist (AS) and/or the AOTR to discuss agreement expectations and procedures.
- Participating in Annual Budget Review meetings with the AO, AS and/or AOTR.

3. TRAVEL AND PER DIEM

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

4. AMENDMENTS

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

5. AGREEMENT OFFICER'S TECHNICAL REPRESENTATIVE (AOTR)

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

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

6. OBLIGATION CEILING RATIO

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

7. INDIRECT COSTS

Indirect costs are allowable under this agreement as follows:

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

Any changes to the rates above are subject to the approval of the AO.

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

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

8. DATA RIGHTS

The Recipient shall make available to the Government copies of all work developed in performance of this Agreement, including but not limited to software and data. The Government and others acting on its behalf shall have unlimited rights to obtain, reproduce, publish, or otherwise use the data developed in the performance of this Agreement pursuant to 49 CFR Part 19.36 or 49 CFR Part 18.34 as applicable.

9. PAYMENT

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

Payments by Reimbursement: Requests for payments by reimbursement will be submitted to the payment office via DELPHI eInvoicing System. When requesting reimbursement of costs incurred and credit for cost share incurred, the Recipient will submit supporting cost detail electronically with the SF 270, Request for Advance or Reimbursement to clearly document all costs incurred. Cost detail includes a detailed breakout of all costs incurred including direct labor, indirect costs, other direct costs, travel, etc. Identify the Federal share and the Recipient's cost share portions as applicable.

The AO or Agreement Specialist reserve the right to withhold processing requests for reimbursement until sufficient detail is received. In addition, reimbursement will not be made without AOTR review and approval to ensure that progress on the Agreement is sufficient to substantiate payment. After AOTR approval, the AO will certify and forward the request for reimbursement to the payment office via DELPHI eInvoicing System.

Advance Payments: Approved Advance Payments will be processed via Markview. Instructions for the use of Markview will be provided after the Advance Payment is approved. Advance Payments will NOT be processed using the DELPHI eInvoicing System. Recipients may be paid in advance, provided they maintain or demonstrate the willingness to maintain the following in accordance with 49 CFR Part 18 or Part 19 as applicable: (1) written procedures that minimize the time elapsing between the transfer of funds and disbursement by the Recipient, and (2) financial management systems that meet the standards for fund control and accountability. When these items are not met, reimbursement will be the method for payment.

DELPHI eInvoicing System Registration and Information

The Recipient must have Internet access to register and use the DELPHI eInvoicing System. Prompt registration for DELPHI eInvoicing System is important in order to reduce the possibility of delayed payments.

All persons accessing the DELPHI eInvoicing System will be required to have their own unique user ID and password. It is not possible to have a generic ID and password for a Recipient.

To register for DELPHI eInvoicing System Recipients must eAuthenticate and activate an account by contacting their AO and providing the full name, title, phone number and e-mail address for the appropriate point(s) of contact (POC) who will submit payment requests. Within two weeks the POC should receive an invite to sign up for the system. The POC will also receive a form to verify their identity. The POC must complete the form, and present it to a Notary Public for verification. The POC will return the notarized form to:

DOT Enterprise Service Center
FAA Accounts Payable, AMZ-100
PO Box 25710
Oklahoma City, OK 73125

When the form is received and validated the Recipient POC will receive a unique user ID and password via e-mail. POCs should contact their AO with any changes to their system information.

A tutorial for the eAuthentication and account activation process can be found here: http://www.dot.gov/cfo/delphi/grant-gecipient/eauthentication-user-tutorial-final.ppt

Recipients registered with other DOT Agencies, such as Federal Aviation Administration or Federal Railroad Administration, must also apply for access with FHWA in order to request payment from FHWA.

To facilitate your use of the system the DELPHI eInvoicing website provides comprehensive user's information including:

- Web-based training at http://www.dot.gov/cfo/delphi/web-based-training/grant-recipient/lessons/index.html ,
- Desktop User's Manual at http://www.dot.gov/cfo/delphi/grant-gecipient/grant-recipient-desktop-guide-final.pdf,

- Several Quick Reference Guides (QRGs)at http://www.dot.gov/cfo/delphi-training-system.html,
- QRG for Creating a Standard Invoice at http://www.dot.gov/cfo/delphi/grant-gecipient/grant-recipient-qrg-creating-standard-invoice.pdf,
- QRG for Creating a Credit Memo at http://www.dot.gov/cfo/delphi/grant-gecipient/grant-recipient-qrg-creating-credit-memo.pdf.

Account Management: The Recipient should contact their AO when POCs have left their organization or are no longer will be submitting invoices, with the **full name, title, phone number, e-mail address, and user ID** of the POC. The user ID will then be removed. If a user ID becomes inactive/times out due no activity, the Recipient should contact their AO/AS with the **full name, title, phone number, e-mail address, and user ID** of the POC to be reactivated. *Note: To prevent being timed out due to no-activity, users should login once within 45 days of their last login.*

Waivers

The Department of Transportation Financial Management officials may, on a case by case basis, waive the requirement to register and use the DELPHI eInvoicing System. Waiver request forms can be obtained on the DELPHI eInvoicing website (http://www.dot.gov/cfo/delphi-einvoicing-system.html) or by contacting the AO. Recipients must explain why they are unable to use or access the Internet to register and enter payment requests.

All waiver requests should be sent to via mail to:

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

or electronically to: DOTElectronicInvoicing@dot.gov

The Director of the DOT Office of Financial Management will confirm or deny the request within approximately 30 days.

If a Recipient is granted a Waiver, Requests for advance or reimbursement and required supporting documents, should be sent via regular U.S. Postal Service to the following address:

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

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

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

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

10. ACKNOWLEDGEMENT OF SUPPORT AND DISCLAIMER

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

"This material is based upon work supported by the Federal Highway Administration under Cooperative Agreement No. DTFH61-13-H-(to be filled in at award)."

All materials must also contain the following:

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

11. SITE VISITS

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

12. TERMINATION AND SUSPENSION

The Government may terminate this agreement in whole or in part in accordance with 49 CFR Part 18.44 or 49 CFR Part 19.60 as applicable.

13. BUDGET REVISION/REALLOCATION OF AMOUNTS

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

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

14. FINANCIAL MANAGEMENT SYSTEM

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

15. ALLOWABILITY OF COSTS

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

16. COST SHARING OR MATCHING

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

17. AVAILABLE FUNDING

The total not-to-exceed amount of Federal funding that may be provided under this agreement is $________ (to be filled in at award) for the entire period of performance, subject to the limitations shown below:

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

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

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

18. SYSTEM FOR AWARD MANAGEMENT (SAM)

The Recipient must be registered in the SAM in order to receive payments under this agreement. SAM has replaced the Central Contractor Registry (CCR); previous registrations in CCR have been migrated to SAM. The purpose of SAM to provide is one location for applicants and Recipients to change information about their organization and enter information on where government payments should be made. The registry will enable Recipients to make a change in one place and one time for all Federal agencies to use, including bank account information. Information for registering in the SAM and online documents can be found at www.sam.gov.

19. KEY PERSONNEL

The Recipient shall request prior written approval from the AO for any change in key personnel specified in the award. The following persons are/have been identified as Key Personnel.

(to be filled in at award)

20. PROGRAM INCOME

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

21. SUBAWARDS

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

The following subawards are currently approved under the agreement:
(To be filled in at award)

Approval of each sub-award is contingent upon a price fair and reasonableness determination and approval by the Agreement Officer for each proposed subcontractor/subrecipient. Consent to enter into sub-awards will be issued through a formal amendment to the agreement.

22. DEBARMENT AND SUSPENSION REQUIREMENTS

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

23. DRUG FREE WORKPLACE

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

24. DISPUTES

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

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

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

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

25. PRINTING

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

26. OMB PAPERWORK REDUCTION ACT

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

27. FINANCIAL ASSISTANCE POLICY TO BAN TEXT MESSAGING WHILE DRIVING

(a) Definitions. As used in this clause—

"Driving"— Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

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

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

(c) The Recipient should—

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

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

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

28. REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBAWARDS (2 CFR PART 170, APPENDIX A)

I. Reporting Subawards and Executive Compensation.

a. Reporting of first-tier subawards.

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

2. *Where and when to report.*

   i. You must report each obligating action described in paragraph a.1. of this award term to *http://www.fsrs.gov.*
   ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. *What to report.* You must report the information about each obligating action that the submission instructions posted at *http://www.fsrs.gov specify.*

b. Reporting Total Compensation of Recipient Executives.

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
   i. the total Federal funding authorized to date under this award is $25,000 or more;
   ii. in the preceding fiscal year, you received—
      (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
      (B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
   iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at *http://www.sec.gov/answers/execomp.htm.*)

2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:
   i. As part of your registration profile at *http://www.ccr.gov*.
   ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
   i. in the subrecipient's preceding fiscal year, the subrecipient received—
      (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
      (B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
   ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal

Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at *http://www.sec.gov/answers/execomp.htm.*)

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

i. To the recipient.

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

d. *Exemptions*

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

i. Subawards, and

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

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

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

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

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

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

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

3. *Subaward:*

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

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

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

4. *Subrecipient* means an entity that:
   i. Receives a subaward from you (the recipient) under this award; and
   ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
   i. *Salary and bonus.*
   ii. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount rrecognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
   iii. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
   iv. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.
   v. *Above-market earnings on deferred compensation which is not tax-qualified.*
   vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

B. REPORTING

1. ADDRESSES FOR SUBMITTAL OF REPORTS AND DOCUMENTS

The Recipient shall submit all required reports and documents, under transmittal letter to the Agreement Specialist electronically, referencing the cooperative agreement number, at the following address:

Federal Highway Administration
Office of Acquisition Management
1200 New Jersey Avenue SE
Mail Stop E65-101
Washington, DC 20590
Attention: (To be filled in at award)

The Recipient shall submit one electronic copy to the AOTR at the following address:

(To be filled in at time of award)

2. QUARTERLY PROGRESS REPORTS

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

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

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

- A clear and complete account of the work performed each quarter.
- An outline of the work to be accomplished during the next report period.
- A description of any problem encountered or anticipated that will affect the completion of the work within the time and fiscal constraints as set forth in the cooperative agreement, together with recommended solutions to such problems; or, a statement that no problems were encountered.
- A tabulation of the current and cumulative costs expended by quarter versus budgeted

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

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

3. ANNUAL BUDGET REVIEW AND PROGRAM PLAN

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

4. ANNUAL PROPERTY REPORT

The Recipient will submit an electronic copy and one (1) hard copy of the SF-428, Tangible Personal Property Report to the AOR and Agreement Specialist 60 days prior to the anniversary date of this agreement.

If no property was furnished or acquired during the agreement up to the end date of the reporting period, indicate that information in block 8 of the SF-428. If property was furnished or acquired during the agreement up to the end date of the reporting period, list the property on the SF-428A and SF428S forms. Use additional sheets as necessary. Use separate sets of sheets to show Federally-owned property and Recipient owned property.

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

5. DELIVERABLES

Deliverables	To be Completed on or Before
(to be inserted at award)	(to be inserted at award)

SECTION VII – AGENCY CONTACT

Address any questions to:
Angela A. Jones, Agreement Specialist
Federal Highway Administration
Office of Acquisition Management
Email: Angela.Jones@dot.gov
Phone: (202) 366-4255

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

ATTACHMENT A

ELIGIBILITY VERIFICATION FORM

Please check one (1) of the following:

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

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

_________________________________ _____________________
Signature Date