

***Federal Grant Opportunity
Request for Applications (RFA)
Executive Summary***

Federal Agency Name:	U.S. Department of Transportation Federal Highway Administration Office of Acquisition Management 1200 New Jersey Avenue SE Mail Drop: E65-101 Washington DC 20590
	Attn: Carl Rodriguez, HAAM-20D
Funding Opportunity Title:	<i>“Technology Transfer of Best Practices for Concrete and Concrete Pavements”</i>
Announcement Type:	This is the initial announcement of this funding opportunity.
Funding Opportunity Number:	RFA Number: DTFH61-13-RA-00017
Catalog of Federal Domestic Assistance (CFDA) Number:	20.200
Dates:	RFA Issue Date is July 24, 2013 RFA Questions end date is August 7, 2013 Application Due Date/Time is August 19, 2013 at 2:00PM Eastern Time (ET)
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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 Federal Highway Administration (FHWA) is accepting an application for one cooperative agreement to American Concrete Institute (ACI) to support education and training activities for FHWA's customers and partners including State highway agencies, concrete and materials suppliers, paving contractors, research organizations, and academia.

B. LEGISLATIVE AUTHORITY

The authority to award a cooperative agreement for this effort is found in 23 U.S.C. Section 502 (a) *Basic Principles Governing Research and Technology Investments* and Section 503 (c) *Technology and Innovation Deployment Program*. Per Section 502 paragraph (a)(3) Federal responsibility. – “Funding and conducting surface transportation research and technology transfer activities will be considered a basic responsibility of the Federal Government...” and (b)(3) Cooperation, Grants, And Contracts, “The Secretary may carry out research, development, and technology transfer activities related to transportation ... (C) by making grants to, or entering into contracts and cooperative agreements with one or more of the following: the National Academy of Sciences, the American Association of State Highway and Transportation Officials, any Federal laboratory, Federal agency, State agency, authority, association, institution, for-profit or nonprofit corporation, organization, foreign country, or any other person.” Section 503(c)(3), as amended by P.L. 112-141, the Moving Ahead for Progress in the 21st Century Act (MAP-21), provides for “a program under the technology and innovation deployment program to promote, implement, deploy, demonstrate, showcase, support, and document the application of innovative pavement technologies, practices, performance, and benefits.” As stated in Section 503(c)(3)(B)(vi), the goals of this program include “effective technology transfer and information dissemination to accelerate implementation of new technologies and to improve life, performance, cost effectiveness, safety, and user satisfaction.”

In accordance with MAP-21 Division E Title I – Funding – Section 51001(b)(1), the Federal share of the cost of a project or activity carried out using those funds will be 80 percent. Therefore, the recipient must contribute 20 percent of the total project costs. The cost share can be satisfied with either cash or ‘in-kind’ contribution.

C. BACKGROUND

The FHWA Office of Pavement Technology has ongoing concrete pavement technology programs to deploy technologies that will improve performance and sustainability of concrete pavements. Various FHWA programs, including Concrete Pavement Technology Program (CPTP), Advanced Concrete Pavement Technology (ACPT), and a cooperative agreement with the National Concrete Pavement Technology Center at Iowa State University (CP Tech Center), have been very effective in demonstrating innovative concrete technologies. However, other methods of technology transfer, including workshops and seminars, are also needed to promote implementation of those technologies, and efforts are needed to reach a broader audience, including all of FHWA's customers and partners in a timely and cost-effective manner. These efforts need to be focused not only on State DOTs and the paving industry but also on engineers and architects, concrete and materials suppliers, research organizations, and academia. The

previous cooperative agreement (DTFH61-07-H-00032) between the FHWA and the American Concrete Institute (ACI) has been highly effective in fulfilling this need.

Given the unique position of the ACI as the internationally-recognized authority on concrete materials and the resources the institute could offer (in both reference materials and expertise), a sole-source agreement with ACI was justified for DTFH61-07-H-00032, and a sole-source agreement is again sought for this follow-on agreement. The recipient of this award will work cooperatively with FHWA to develop and deliver education and training activities involving Technology Transfer of Best Practices for Concrete and Concrete Pavements that will reach all of FHWA's customers and partners concerned with design, construction, repair, and rehabilitation of concrete pavements.

This request for a cooperative agreement is a follow-on to DTFH61-07-H-00032. The period of performance of the current agreement is being extended to September 30, 2013.

D. Objectives

The purpose of this cooperative agreement to support the Technology Transfer of Best Practices for Concrete and Concrete Pavements, it will include the development of training materials, maintenance of previously developed training materials, delivery of seminars and related training activities, and sponsorship of conferences and workshops for the highway community, including all of FHWA's customers and partners concerned with design, construction, repair, and rehabilitation of concrete pavements.

This cooperative agreement will be used to continue and improve the success of the previous cooperative agreement between ACI and FHWA (DTFH61-07-H-00032) for the same purposes: technology transfer of best practice for concrete and concrete pavements.

E. STATEMENT OF WORK

The recipient will conduct the following tasks to achieve the objective of the cooperative agreement.

Task A: Development of annual work plan

Task B: Development and maintenance of training materials

Task C: Delivery of seminars and related training activities

Task D: Sponsorship of national and international conferences

Task A: Development of annual work plan

The purpose of this cooperative agreement is to support the technology transfer of best practices for concrete materials and concrete pavements. The work to be accomplished under this cooperative agreement is dependent on other FHWA programs (which are flexible, indefinite-delivery programs) and the needs of the State highway departments, as well as concrete paving

community. Thus, while the types of work that will be accomplished under this cooperative agreement can be described generally, the specific tasks to be conducted or the specific deliverables cannot be defined up front, and the flexibility to respond to the changing needs is very important.

The recipient will meet annually with the FHWA Agreement Officer's Representative (AOR) to cooperatively develop specific work plan for the year. The major work tasks for the year will be identified at this meeting, including the new seminars to be developed (Task B.1), course materials to be updated (Task B.2), documents to be developed (Task B.3), planned workshops, and conference sponsorship. The instructional seminars are delivered on-demand basis at the requesting agency's site. So, the delivery of seminars cannot be planned ahead, but the depending on the level of demand, the budget for the instructional seminars may be a subject of discussion at the annual planning meeting. The work plan may be modified on as-needed basis throughout the year. The recipient will develop the work plan for the year based on the planning meeting, subject to concurrence of AOR. The recipient will update the plan as needed. *

The recipient will schedule first of the annual, work planning meeting, within 30 days of the agreement. The time-frame for the annual meeting for the remaining years will be established at the first meeting.

***NOTE: The recipient is not authorized to organize, promote, conduct or sponsor any seminars, workshops or conferences or any related training activities without express written consent by the Agreement Officer.**

Task B: Development and maintenance of training materials*

The training materials needed for seminars, workshops and conferences will be prepared and distributed in both printed and electronic documents as needed such as, but not limited to, informational flyers, technical briefs, videos and technical reports. The major tasks are:

Task B.1: The recipient will develop, subject to review and approval by the AOR, a training syllabus and related materials needed to promote the implementation of best practices for concrete and concrete pavements by State DOTs, including new, innovative technologies demonstrated under various FHWA programs. The subjects of new seminars will be determined collaboratively with AOR and the specific seminars to be developed will be determined annually as described under Task A. The seminar on ternary mixtures was identified as the priority under the previous cooperative agreement; the training materials for the ternary mixture will be completed as the first task under Task B.1. Other potential seminar subjects include, but are not limited to, the following:

- Performance-engineered concrete mixtures for various applications
- Hot and cold weather concreting
- Internal curing

If needed, the recipient will organize workshops with the stakeholders, collaboratively with the AOR, to guide the development of the technology-transfer materials and gather information on how best to assist the States in implementing the subject technology. The need for such workshops will be determined under Task A, collaboratively with the AOR.*

Task B.2: The recipient will update and refresh, in accordance with the annual work plan established under Task A, the course materials developed under this cooperative agreement, as well as those developed under the previous agreement (DTFH61-07-H-00032), subject to review and approval by the AOR. Currently, the following course materials are available:

- Cementitious materials
- Chemical admixtures
- Self-consolidating Concrete

The scope of Task B.2 includes conversion of the exiting training material for face-to-face, instructor-led seminars to a web-based, distance-learning format.

Task B.3: In accordance with the annual work plan established under Task A, the recipient will publish technology-transfer materials in either printed or electronic formats, or both, as appropriate. The types of documents may include guidelines, guide specifications, and technical briefs.

Task B.4: The recipient will distribute, subject to the approval of the AOR, sample copies of the materials and information on the Inspector Certification Program to each State DOT and to FHWA's field offices including Division Offices, Federal Lands Offices, and Resource Center.

***NOTE: The recipient is not authorized to organize, promote, conduct or sponsor any seminars, workshops or conferences or related training activities without express written consent by the Agreement Officer.**

Task C: Delivery of seminars and related training activities*

The seminars and related training activities are for delivery as needed throughout the USA. The major tasks are:

Task C.1: The recipient will distribute, subject to the approval of the AOR, marketing brochures to advertise the seminars and related training activities to State DOTs, FHWA's field offices, and members of the concrete industry.*

Task C.2: The recipient will provide two instructors and handout material, subject to the approval of the AOR, for up to twelve (12) seminars and related training activities per year. The recipient will provide an evaluation report to FHWA and to the sponsoring State DOT for each seminar and related training activity conducted.*

Task C.3: The recipient will conduct, subject to the approval of the AOR, training sessions as needed for State DOT inspectors in preparation for administering the ACI Transportation Inspector Certification test.*

Task C.4: The recipient will prepare a report on the activities under this cooperative agreement on an annual basis, and submit it to the Government.

***NOTE: The recipient is not authorized to organize, promote, conduct, or sponsor or participate in any seminars, workshops or conferences or related training activities without express written consent by the Agreement Officer.**

Task D: Sponsorship of national and international conferences*

This task would provide a means for FHWA to participate in and fund national and international conferences on concrete-related topics of interest to the highway community as a co-sponsor.

Task D.1: The recipient will develop and routinely update a listing of national and international conferences on concrete-related topics that are of interest to the highway community and submit this listing to FHWA for review and prioritization.

Task D.2: The recipient will coordinate the process for FHWA participation in and funding of up to three (3) such conferences per year for the duration of this cooperative agreement.*

***NOTE: The recipient is not authorized to organize, promote, conduct, sponsor, participate in or fund any conferences or related activities without express written consent by the Agreement Officer.**

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 \(http://www.access-board.gov/508/508standards.htm - PART 1194\)](http://www.access-board.gov/508/508standards.htm) and the [Federal IT Accessibility Initiative Home Page \(http://section508.gov\)](http://section508.gov) for detailed information. The following paragraphs summarize the requirements for preparing FHWA reports in conformance with Section 508 for eventual posting by FHWA to an FHWA-sponsored website.

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 total amount of \$480,000 may be made available for one cooperative agreement Award subject of the availability of funds:

Application preparation costs are not an allowable charge under this agreement.

B. COST SHARING OR MATCHING

Federal Share of the cost of activities will be 80 percent as stated in MAP-21 Division E Title – Funding – Section 51001(b)(1) .

C. NUMBER OF AWARDS ANTICIPATED

FHWA anticipates making an estimated 1 award from this RFA.

D. PERIOD OF PERFORMANCE

The period of performance for this cooperative agreement will be a five years commencing from the effective date of the agreement.

The U.S. DOT/FHWA anticipates the effective date of this agreement will be on or about September 15, 2013.

E. DEGREE OF FEDERAL INVOLVEMENT

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

- 1) Technical assistance and guidance;
- 2) Close monitoring during performance;
- 3) Participation in kick off and status meetings, and meetings identified in the Statement of Work
- 4) Facilitating annual budget review;
- 5) Testing for compliance with requirements
- 6) Provision of documents and other technology transfer materials;
- 7) Facilitate coordination with identified key partners.

F. TYPE OF AWARD

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

SECTION III - ELIGIBILITY INFORMATION

A. ELIGIBLE APPLICANTS

Competition under this RFA is restricted to American Concrete Institute (ACI).

SECTION IV – APPLICATION AND SUBMISSION INFORMATION

A. APPLICATION FORMS

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

B. CONTENT AND FORM OF APPLICATION SUBMISSION

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

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

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

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

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

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

- Part I Cost/Price Information
- Part II Other Financial Information
- Submit your application in the following format. Volumes 1 and 2 will be submitted in the following format. Applications will be prepared on 8½ x 11 inch paper except for foldouts used for charts, tables or figures, which will not exceed 11 x 17 inches. Foldouts will not be used for text, and will count as two pages.
- A page is defined as one side of an 8 ½ by 11 inch paper. Therefore, a piece of paper with printing on both sides is considered two pages.
- Text will be printed using the Times New Roman, and with no less than 12 cpi.
- Page margins will be a minimum of 1 inch top, bottom and each side.
- Pages will be number consecutively starting with the first page.
- No cost/price data will be included in Part I.

Volume 1 - Technical Application

Technical applications must contain:

Part I - Technical and Management Approach

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

- a. Describe how you would proceed if awarded this agreement and how you propose to meet the program objectives, activities, and the anticipated outcomes.

- b. Outline the process that you will use to identify and prioritize the activities under this cooperative agreement.
- c. Describe the technical approach that you will use to develop new training or technology-transfer materials, including how you would determine who will conduct the work and how the developed materials will be reviewed.
- d. Describe the in-house, ACI capabilities and resources relevant to this agreement and how they might be utilized to meet the program objectives.
- e. Describe how a pool of qualified instructors will be selected and maintained for each of the seminars that will be offered under this agreement.
- f. Describe back up plan to accommodate delays/problems to complete the required work within the proposed schedule and cost.

Part II - Staffing Approach:

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

Part III – Resources:

- a. Facilities, equipment, software, information, etc. to meet the objectives of the RFA and are located to efficiently and effectively support the accomplishment of the work. The facilities, equipment, software, information, etc. are available to perform the work satisfactorily and on schedule.

Part IV - Past Performance:

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

Volume 2 - Budget Application

Note: There is no page limit on budget applications.

Part I – Cost Information and Other Financial Information

Provide a separate detailed budget plan for each year, and then summarized for all years for all Activities. 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. COST SHARE DETAIL IS REQUIRED:
 - 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 of 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), 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, should be furnished:
 - a. Name and address of the organization or consultant.
 - b. Description of the portion of work to be conducted by the organization or consultant.
 - c. Cost details for that portion of work.
 - d. Letter of commitment from sub-recipient.
4. The use of a Dun and Bradstreet (D&B) Data Universal Numbering System (DUNS) number is required on all applications for Federal grants or cooperative agreements. Please provide your organization's DUNS number in your budget application.
5. A statement to indicate whether your organization has previously completed an A-133 Single Audit and, if so, the date that the last A-133 Single Audit was completed.
6. Include a statement to indicate whether a Federal or State organization has audited or reviewed the applicant's:
 - a. accounting system,
 - b. purchasing system, and/or
 - c. property control system.

If such systems have been reviewed, provide summary information of the audit/review results to include as applicable summary letter or agreement, date of audit/review, Federal or State point of contact for such review.

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

C. SUBMISSION DATES AND TIMES

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

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

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

D. FUNDING RESTRICTIONS

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

E. OTHER SUBMISSION REQUIREMENTS

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

In the event of system problems or technical difficulties with the application submittal, applicants should contact the FHWA point of contact designated on page 1. If applicants are unable to use the www.Grants.gov system due to technical difficulties, applicants must e-mail

applications to the FHWA point of contact listed on page 1 to arrive no later than the application deadline cited above.

SECTION V – APPLICATION REVIEW INFORMATION

A. EVALUATION FOR RESPONSIVENESS

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

1. The application is received after the specified receipt date;
2. The application is incomplete;
3. The application does not comply with the content and format requirements of the 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 Government will evaluate applications and select the applicants based on the criteria listed below.

TECHNICAL: 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:

1. Understanding and Approach.

The proposal demonstrates the qualifications and experience of the project team's technical experts in performing similar work.

- a. Demonstrated subject knowledge and experience in concrete materials and construction technology.
- b. Demonstrated knowledge and experience in technology transfer, delivery and implementation.
- c. Demonstrated knowledge and experience in coordinating seminars, workshops, and conferences.

Note: Sub-factors a., b., and c. are of equal importance

2. Staffing Capabilities

The proposal demonstrates that the proposed staff possesses the technical skills, qualifications, and experience to complete the proposed effort.

- a. Demonstrated experience of the Program Manager in managing administrative tasks as well as technical development tasks associated with this agreement.

- b. The qualifications and experience of proposed staffing, to perform Tasks A through D, and how the proposed staffing fulfills the needs of FHWA's overall efforts to implement best practices for concrete technology

Note: Sub-factors a. and b. are of equal importance.

3. Resources.

- a. The proposal demonstrates the project team has access to appropriate resources to complete the proposed effort. The facilities, equipment, software, information, etc. are available to perform the work satisfactorily and on schedule.

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

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

C. REVIEW AND SELECTION PROCESS

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

The AO is the official responsible for final award selections. The Government is not obligated to make any award as a result of this announcement.

D. ANTICIPATED ANNOUNCEMENT AND AWARD DATES

FHWA anticipates making an award on or about September 15, 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 FHWA.

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, FHWA will enter into negotiations concerning such items as program components, staffing and funding levels, and administrative systems. If the negotiations do not result in an acceptable submittal, the FHWA reserves the right to terminate the negotiation and decline to fund the applicant.

SECTION VI – AWARD ADMINISTRATION INFORMATION

A. ADMINISTRATIVE AND NATIONAL POLICY REQUIREMENTS

1. GOVERNING REGULATIONS

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

For Indian Tribal Governments:

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

For State and Local Governments:

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

For Institutions of Higher Education:

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

For Non-Profit Organizations:

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

For-profit Organizations:

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

For all organizations:

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

2. RESPONSIBILITIES OF THE RECIPIENT

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

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

3. TRAVEL AND PER DIEM

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

4. AMENDMENTS

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

5. AGREEMENT OFFICER'S REPRESENTATIVE (AOR)

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

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

6. PUBLIC ACCESS TO DOCUMENTS

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

7. INDIRECT COSTS

Indirect costs are allowable under this agreement as follows:

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

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

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

8. DATA RIGHTS

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

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 or Part 19.22 as applicable] 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 (or SF 271, Outlay Report and Request for Reimbursement for Construction Programs), 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 Agreement Officer/Specialist (AO/AS) reserves the right to withhold processing requests for reimbursement until sufficient detail is received. In addition, reimbursement will not be made without Agreement Officer's Representatives (AOTR) review and approval to ensure that progress on the Agreement is sufficient to substantiate payment. After AOTR approval, the AO/AS 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/AS 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/AS 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-recipient/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.

The DELPHI eInvoicing website <http://www.dot.gov/cfo/delphi-einvoicing-system.html> provides all training, user guides, Frequently Asked Questions and Help Desk information that a Recipient needs to use the system, 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-recipient/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-recipient/grant-recipient-qrg-creating-standard-invoice.pdf>,
- QRG for Creating a Credit Memo at <http://www.dot.gov/cfo/delphi/grant-recipient/grant-recipient-qrg-creating-credit-memo.pdf>.

Account Management: The Recipient should contact their AO/AS 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/AS. 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:

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

Or

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, the Recipient should submit all hard-copy SF 270s (or SF 271) directly to:

DOT/FAA
P.O. Box 268865
Oklahoma City, OK 73125-8865
Attn: **(INSERT AO/AS Name)**

The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for FHWA Recipients.

10. ACKNOWLEDGEMENT OF SUPPORT AND DISCLAIMER

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

"This material is based upon work supported by the U.S. Department of Transportation under Cooperative Agreement No. DTFH61-13-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 U.S. Department of Transportation."

11. SITE VISITS

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

12. BUDGET REVISION/REALLOCATION OF AMOUNTS

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

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

13. FINANCIAL MANAGEMENT SYSTEM

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

14. ALLOWABILITY OF COSTS

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

15. AVAILABLE FUNDING

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

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

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

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

16. 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.

17. KEY PERSONNEL

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

(to be filled in at award)

18. PROGRAM INCOME

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

19. SUBAWARDS

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

20. PRINTING

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

- Written materials intended for the general public, whether posted on a website, electronically, or in print, must comply with the standards of the U.S. Government Printing Office's Style Manual, available at <http://www.gpoaccess.gov/stylemanual/browse.html>.

21. DRUG FREE WORKPLACE

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

22. DEBARMENT AND SUSPENSION REQUIREMENTS

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

23. TERMINATION AND SUSPENSION

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

24. DISPUTES

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

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

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

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

25. FINANCIAL ASSISTANCE POLICY TO BAN TEXT MESSAGING WHILE DRIVING

a) Definitions. As used in this clause-

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

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

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

c) The Recipient should-

- a. Adopt and enforce policies that ban text messaging while driving- (i) Company-owned or -rented vehicles or Government-owned vehicles; or (ii) Privately-owned

vehicles when on official Government business or when performing any work for or on behalf of the Government.

- b. Conduct initiatives in a manner commensurate with the size of the business, such as- (i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and (ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- d) Subagreements/subcontracts. The Recipient will insert the substance of this clause, including this paragraph (d), in all subagreement/subcontracts that exceed the micro-purchase threshold.

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

I. Reporting Subawards and Executive Compensation.

a. Reporting of first-tier subawards.

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

2. Where and when to report.

- i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrc.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.fsrc.gov> specify.

b. Reporting Total Compensation of Recipient Executives.

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

- i. the total Federal funding authorized to date under this award is \$25,000 or more;
- ii. in the preceding fiscal year, you received—
 - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

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

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

- i. As part of your registration profile at <http://www.ccr.gov>.
- ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

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

- i. in the subrecipient's preceding fiscal year, the subrecipient received—
 - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
- ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

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

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

d. Exemptions

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

- i. Subawards, and
- ii. The total compensation of the five most highly compensated executives of any subrecipient.

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

1. *Entity* means all of the following, as defined in 2 CFR part 25:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization;
 - iv. A domestic or foreign for-profit organization;
 - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
2. *Executive* means officers, managing partners, or any other employees in management positions.
3. *Subaward*:
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __ .210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
4. *Subrecipient* means an entity that:
 - i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - i. *Salary and bonus.*
 - ii. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.
 - v. *Above-market earnings on deferred compensation which is not tax-qualified.*
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

B. REPORTING

1. ADDRESSES FOR SUBMITTAL OF REPORTS AND DOCUMENTS

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

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

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

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

Federal Highway Administration
To be filled in at award

Attention: To be filled in at award

2. QUARTERLY PROGRESS REPORT

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

Calendar quarters are defined as :

1st : January – March
2nd : April – June
3rd : July – September
4th : October – December

Reports due on or before:

April 30th
July 30th
October 30th
January 30th

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

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

- A summary of work performed for the current quarter;
- A summary of work planned for the upcoming quarter;
- A description of any problem encountered or anticipated that will affect the completion of the work within the time and fiscal constraints as set forth in the grant agreement,

together with recommended solutions to such problems; or, a statement that no problems were encountered;

- A tabulation of the current and cumulative costs expended by cost element (labor, travel, indirect costs, subrecipients, etc.) by quarter versus budgeted costs.

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

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

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

3. ANNUAL BUDGET REVIEW AND PROGRAM PLAN

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

4. ANNUAL PROPERTY REPORT

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

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

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

SECTION VII - AGENCY CONTACT

Address any questions to:

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