Federal Funding Opportunity

Request for Applications (RFA) – Amendment 2

Executive Summary

Federal Agency Name:	U.S. Department of Transportation Federal Highway Administration 1200 New Jersey Avenue, SE Mail Drop: E65-101 Washington, DC 20590 Attn: Freida Byrd, HAAM-20D
Funding Opportunity Title:	***"National Work Zone Safety Information Clearinghouse"***
Announcement Type:	This is the initial announcement of this funding opportunity.
Funding Opportunity Number:	***RFA Number DTFH61-13-RA-00020***
Catalog of Federal Domestic Assistance (CFDA) Number:	20.200
Dates:	RFA Issue Date is August 7, 2013. Application Due Date is August 23, 2013.
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SECTION I – FUNDING OPPORTUNITY DESCRIPTION

A. STATEMENT OF PURPOSE

The Federal Highway Administration (FHWA) hereby requests an application for assistance to result in the award of a cooperative agreement to support the National Work Zone Safety Information Clearinghouse (NWZSIC).

B. LEGISLATIVE AUTHORITY

Section 1519 (a), Consolidation of Programs, of Moving Ahead for Progress in the 21st Century Act (MAP-21), Public Law 112-141, authorizes administrative funds to be made available under section 104(a) of title 23, United States Code "to operate authorized safety-related clearinghouses, including the national work zone safety information clearinghouse".

C. BACKGROUND

The National Work Zone Safety Information Clearinghouse was created through a cooperative agreement between the FHWA and American Road & Transportation Builders Association (ARTBA) for the purpose of assembling and disseminating, by electronic and other means, information relating to improvement of roadway work zone safety. The Clearinghouse has assembled and disseminated information on roadway work zone safety "best practices," laws, regulations, public awareness campaigns, products, training and educational materials since it was launched in 1998. Under contract with the ARTBA, the Clearinghouse website is managed by the Texas Transportation Institute (TTI).

Federal support for the Clearinghouse originally ended in October, 2000. Since then, ARTBA sought funding from other sources to maintain the facility and keep information contained in the databases up to date. However, federal support has since been revived, first within SAFETEA-LU under Cooperative Agreement No. DTFH61-06-H-00015 and again within the authorization, "Moving Ahead for Progress in the 21st Century Act" (MAP-21). Under MAP-21, the FHWA expects ARTBA, together with TTI, to utilize current available information technologies to continue operating the Clearinghouse in the efficient and effective manner that it is today, advancing work zone safety for the broad and diverse transportation community.

D. OBJECTIVE

The purpose of the Clearinghouse is to produce, collect, organize, and disseminate information and to provide training in a user-friendly way using state-of-the-art multimedia information management technologies. To fulfill the purpose, ARTBA will:

1. Continue the operation of the Clearinghouse,
2. Develop training and education programs,
3. Disseminate techniques and strategies that improve work zone safety and mobility, and
4. Develop and conduct outreach program and activities.

E. STATEMENT OF WORK:

Task 1. Project Management and Clearinghouse Infrastructure Assessment

a. Within two weeks after award, convene a kick-off meeting with the United States Department of Transportation to ensure that all parties have a common understanding of the project tasks and requirements. Deliver notes from the kick-off meeting within two weeks of its occurrence.
b. Document the current system (e.g., hardware, software and communications) needed to run the system today.
c. Conduct a needs analysis to document the system requirements (e.g., hardware, software, communications) vital to operate the Clearinghouse into the foreseeable future.
d. Compare the current capabilities of the system with the results of the needs analysis to determine if the requirements are being met.
e. For those requirements not being met, develop a System Upgrade Plan. Submit this plan within four months of the effective date of the agreement for FHWA review and approval.
f. Once approval has been provided by FHWA, upgrade the Clearinghouse as captured in the plan.

Task 2. Update and expand the content of the Clearinghouse

a. In coordination with FHWA, establish a group of subject matter experts (SME) including members representing federal and state departments of transportation, the transportation contracting and consulting communities, law enforcement communities, governmental organizations at all levels that own and operate roadways, utilities, nonprofit and not-for-profit organizations, and the traveling public.
b. Conduct an assessment of contents and capabilities of the Clearinghouse. The assessment should document what's good and worth keeping, what's old and/or outdated, what needs to be updated, and what content and functionality needs to be added.
c. The assessment should include but not be limited to examining the way in which the following topics are covered: work zone law enforcement; work zone crash data, statistics, patterns and trends for both vehicle occupants and highway workers; emergency response; and highway utility work zones. It should also assess the means by which users can access the site and communicate with others – e.g., via a discussion area, "blog" site, search engine, listserv, etc.
d. Capture the results of the assessment and share with the SME to get their comments and concurrence, and to ensure that the users' needs are being met.
e. Prepare a Content Development Plan that addresses the gaps captured in the assessment and the comments from the SME. Within six months of the effective date of the agreement, submit the Content Development Plan to FHWA for review and approval.
f. Following FHWA approval, execute the Development Plan.

Task 3. Operate and maintain the Clearinghouse

a. Operate and maintain the Clearinghouse, providing technical assistance and responses to all inquiries and requests for information. Responses to policy related inquiries should be reviewed by FHWA.

b. Following the execution of the Task 2 Content Development Plan, every six months repeat the assessment of content and capabilities as described in Task 2, and revise the content of the Clearinghouse as needed.
c. Every six months over the period of performance provide a progress report to FHWA documenting the content revisions. The progress report shall also document usage statistics (e.g., the number of downloads of certain items, number of hits on certain sections of the site, subjects covered in the listserv postings).

Task 4. Develop and conduct educational and training programs

a. Every six months develop an Outreach and Training Plan that captures the outreach and training activities planned for the next six months, as well as other prospective activities that could take place beyond the next six months. The Plan should include, but not be limited to the following types of activities:
    1) Developing and distributing work zone safety information and training materials to a wide range of audiences, including communities, schools, and other groups, in addition to transportation agencies and groups/organizations;
    2) Conducting webinars and web-based conferences on work zone safety;
    3) Distributing work zone safety information at major national and regional professional conferences;
    4) Developing and distributing brochures on the Clearinghouse;
    5) Developing and distributing an electronic newsletter bimonthly (or as warranted) that highlights the latest changes to the Clearinghouse and other pertinent Work Zone Management materials;
    6) Develop and publish articles on the Clearinghouse on newspapers and journals;
    7) Plan, organize, and host a biennial national work zone safety conference;
    8) Attend work zone safety related professional conferences and meetings, such as Transportation Research Board, Institute of Transportation Engineers, American Public Works Association, American Traffic Safety Services Association, and work zone worker safety and law enforcement organizations' annual conferences.
    9) Note: any new materials referenced above that are developed as part of the Plan (e.g., brochures and articles) must be reviewed and approved by FHWA.
b. Within six months of the effective date of the agreement, submit the Outreach and Training Plan to FHWA for review and approval.
c. Following FHWA approval of the Outreach and Training Plan, execute the plan.

Task 5. Performance Management

a. Develop and implement a performance plan that includes quality control and evaluation for all aspects of the Clearinghouse.
b. Add a Feedback feature to the Clearinghouse website to track and compile input on user satisfaction with the services and quality of the Clearinghouse, and make improvements accordingly.
c. On an annual basis submit to FHWA a Clearinghouse Performance Report for review. The Report should include but not be limited to: statistics, trends, Quality and Assurance summary on the Clearinghouse and major national work zone safety issues and activities.

Task 6. Provide additional program services relating to work zone safety information collection and dissemination

a. In cooperation with the Agreement Officer's Representative (AOR), provide additional information/statistics regarding work zone safety and the Clearinghouse.

Section 508

While the requirements of Section 508 of the Rehabilitation Act do not apply to assistance agreements, the FHWA is subject to the Act's requirements that all documents posted on an FHWA or FHWA-hosted website comply with the accessibility standards of the Act. As such, all electronic and information technology products that are submitted under this cooperative agreement must be Section 508-compliant so that they can be web posted without further modification.

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.

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

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

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

SECTION II – AWARD INFORMATION

A. FUNDING

FHWA anticipates Federal funding up to $1,840,000 will be made available for this award.

B. COST SHARING OR MATCHING

There is no cost share requirement for this award.

C. NUMBER OF AWARDS ANTICIPATED

FHWA anticipates making 1 award resulting from this RFA.

D. PERIOD OF PERFORMANCE

The period of performance for this Cooperative Agreement will be 30 months commencing on the effective date of the agreement.

FHWA anticipates the effective date of this agreement will be on or about September 16, 2013.

E. TYPE OF AWARD

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

F. 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:

- Technical assistance and guidance;
- Close monitoring during performance;
- Involvement in technical reviews and decisions;
- Participation on the Board of Advisors and Technical Steering Committee; and
- Participation in status meetings including kick-off meetings and annual budget reviews.

SECTION III - ELIGIBILITY INFORMATION

This is a sole source requirement with application eligibility limited to the American Road & Transportation Builders Association (ARTBA).

SECTION IV – APPLICATION AND SUBMISSION INFORMATION

A. APPLICATION FORMS

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

B. CONTENT AND FORM OF APPLICATION SUBMISSION

The application package shall consist of the following:

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

*Attach as many files as necessary to provide information requested below.

Note: The application under this RFA is not subject to the State review under E.O. 12372.

Submit your application in the following format:

Part I - Technical Application

The format of the above application shall be as follows:

1. Your proposal shall be prepared on 8½ x 11 inch paper except for foldouts used for charts, tables or figures, which shall not exceed 11 x 17 inches. Foldouts shall not be used for text, and shall count as two pages.
2. A page is defined as one side of an 8 ½ by 11 inch paper. Therefore, a piece of paper with printing on both sides is considered two pages.
3. Text shall be printed using a font size no less than 12 cpi.
4. Page margins shall be a minimum of 1 inch top, bottom and each side.

Your technical application must contain:

1. **TECHNICAL & MANAGEMENT APPROACH:**

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

2. **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.

   b. Provide brief resumes for the proposed Program Manager and other key personnel to include name, experience, education, and proposed role in project. (Note: resumes do count against the designated page limitations.)

Part II - Budget Application Detail

NOTE: There is no page limit on budget applications.

Your budget application must contain:

1. Detailed spreadsheet and supporting information clearly delineating and supporting all estimated costs.
   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.
   c. Provide supporting information to justify estimates for Other Direct Costs such as equipment, travel, etc.

   Note: Travel will be reimbursed at cost in accordance with 2 CFR, Part 230 (OMB Circular A-122)**,** "Cost Principles for Non-Profit Organizations."

2. If sub-recipients (lower-tiered organizations and/or individual consultants) will be used in carrying out this project, the following minimum information concerning such should be furnished:

   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.

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

4. A statement to indicate whether your organization has previously completed an A-133 Single Audit and, if so, the date the last audit was completed.

5. A statement to indicate whether your organization has an approved accounting system and the internal controls in accordance with 49 CFR Part 19 "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations."

C. SUBMISSION DATES AND TIMES

Your application must be received electronically through www.Grants.gov by 4:15 pm EDT on August 23, 2013.

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

D. 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.

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 no later than the application deadline cited above.

SECTION V – APPLICATION REVIEW INFORMATION

A. EVALUATION CRITERIA

Technical
The technical proposal will be evaluated based on the following criteria listed in descending order of importance:

1. Technical merit of the application
    a. Adequacy of the technical approach to the tasks outlined above.
    b. Demonstration of knowledge and an understanding of the program tasks and objectives.

2. Organization's qualifications to perform the tasks
    a. Qualifications of the Program Manager and other team members' knowledge and relevant experience in completing the proposed tasks.
    b. Organization's experience relevant to this project.

Cost

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

B. REVIEW AND SELECTION PROCESS

The Agreement Officer is the official responsible for final award selections.

The Government is not obligated to make any award as a result of this announcement.

C. ANTICIPATED ANNOUNCEMENT AND AWARD DATES

FHWA anticipates making award on or about September 16, 2013.

D. AWARD NOTICES

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

Notice that an organization has been selected as a Recipient does not constitute approval of the application as submitted. Before the actual award, FHWA 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 cooperative agreement shall be governed by and in compliance with the following requirements as applicable to the type of organization of the Recipient and any applicable subrecipients:

- "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-profit Organizations (49 CFR 19)", [*located at: http://www.dot.gov/ost/m60/grant/49cfr19.htm*];

- 2 CFR Part 230 (OMB Circular A-122), "Cost Principles for Non-Profit Organizations" [*located at: http://www.whitehouse.gov/omb/circulars/a122/a122.html];*

- 2 CFR Part 215 (OMB Circular A-110), "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations" [*located at: http://www.access.gpo.gov/nara/cfr/waisidx_05/2cfr215_05.html];*

- OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations"[*located at: http://www.whitehouse.gov/omb/circulars/a133/a133.html]; and*

- Any other applicable Federal regulation or statute.

2. RESPONSIBILITIES OF THE RECIPIENT

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

- Performing the Statement of Work as described in Section I, Funding Opportunity Description.
- Coordinating and managing work, including issuing and managing subcontracts/sub awards and consulting arrangements, as necessary.
- Submitting all required reports including Monthly Progress Reports. (See Paragraph B of this Section, entitled Reporting.)
- Meeting with the FHWA AOTR as necessary.
- Participating in a kick-off meeting with the AO and/or the AOTR to discuss agreement expectations and procedures.

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). Travel costs may be charged on an actual cost basis, on a per diem or mileage basis in lieu of actual costs incurred, or on a combination of the two, provided the method used results in charges consistent with those normally allowed by the organization in its regular operations. Travel costs are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the organization. Travel costs are allowable subject to when they are directly attributable to specific work under an award or are incurred in the normal course of administration of the organization.

All non-domestic travel shall be approved by the AO prior to incurring costs. Travel requirements under this cooperative 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 filled in 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. INDIRECT COSTS

Indirect costs are allowable under this agreement as follows:

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

In the event the Recipient determines the need to adjust the above listed rates, the Recipient 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 amount of Federal funds obligated to the agreement.

7. DATA RIGHTS

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

8. 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 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: (to be filled in at award)

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: (to be filled in at award)

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

9. 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."

10. 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.

11. TERMINATION AND SUSPENSION

The Government may terminate this agreement in whole or in part, upon providing written notification to the Recipient, if the AO determines that a Recipient has failed to complete the technical or administration terms and conditions of the award.

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. When requesting such approval, a letter or e-mail request suffices.

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

13. FINANCIAL MANAGEMENT SYSTEM

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

14. ALLOWABILITY OF COSTS

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

15. AVAILABLE FUNDING

The total not-to-exceed amount of Federal funding that may be provided under this Cooperative Agreement is $1,840,000 for the entire period of performance.

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)

SAM is the official, United States Government system that replaces the Central Contractor Registration (CCR), Federal Agency Registration (FedReg), Online Representations and Certifications Application (ORCA), and the Excluded Parties List System (EPLS). The information previously maintained in CCR, FedReg and ORCA is currently maintained within the Entity Management area in SAM. Legacy EPLS information resides in the Performance Information area of SAM. **The Recipient must be registered in SAM in order to receive payments under this agreement. Information for registering in SAM and training tools are available on the SAM website 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:

Name	***Title/Position***

(Information 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 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.

20. PRINTING

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

21. DRUG FREE WORKPLACE

The Recipient 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. (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

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

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

25. FINANCIAL ASSISTANCE POLICY TO BAN TEXT MESSAGING WHILE DRIVING

a) Definitions. As used in this clause-

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

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

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

c) The Recipient should-

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

    b. Conduct initiatives in a manner commensurate with the size of the business, such as- (i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving;

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

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

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

I. Reporting Subawards and Executive Compensation.

a. *Reporting of first-tier subawards.*

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

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

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

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.sam.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: (to be filled in at award)

E-mail: (to be filled in at award)

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

Federal Highway Administration
(to be filled in at award)
1200 New Jersey Ave., SE
Mail Stop (to be filled in at award)
Washington, DC 20590
Attention: (to be filled in at award)

E-mail: (to be filled in at award)

2. QUARTERLY PROGRESS REPORT

The Recipient shall submit one electronic copy of the SF-PPR, in PDF format, to the AOTR 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's period of performance.

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

To fulfill the SF-PPR Block 10, Performance Narrative requirement, the Recipient shall attach a formatted report that contains concise statements covering the research activities relevant to the study to include at minimum:

(a) A clear and complete account of the work performed for the current quarter;

(b) A summary of work planned for the upcoming quarter;

(c) A description of any problem encountered or anticipated that will affect the completion of 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;

(d) A section addressing how the results of the work performed supports one or more of the FHWA and Department of Transportation (DOT) strategic goals of safety, mobility, global connectivity, environmental stewardship, security, and organizational excellence; and

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

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

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

NOTE: 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. DELIVERABLES

Task	Milestone or Deliverable	Due Date
1	Kick-off Meeting notes	Within four weeks of the effective date of the agreement
1	System Upgrade Plan	Within four months of the effective date of the agreement
2	Content Development Plan	Within six months of the effective date of the agreement
3	Report on Content Revisions	Within six months of the effective date of the agreement and every six months thereafter

Task	Milestone or Deliverable	Due Date
4	Outreach and Training Plan	Within six months of the effective date of the agreement and every six months thereafter
5	Clearinghouse Performance Report	Within one year of the effective date of the agreement and every year thereafter

SECTION VII - AGENCY CONTACT

Address any questions to:

Primary Point of Contact
Freida Byrd, Agreement Specialist
Federal Highway Administration
Office of Acquisition Management
1200 New Jersey Avenue, SE
Mail Drop: E65-101
Washington, DC 20590
Freida.Byrd@dot.gov or (202) 366-6547

Secondary Point of Contact
Carl Rodriguez, Agreement Officer
Federal Highway Administration
Office of Acquisition Management
1200 New Jersey Avenue, SE
Mail Drop: E65-101
Washington, DC 20590
Carl.Rodriguez@dot.gov or (202) 366-4240