Federal Funding Opportunity
Request for Applications (RFA)
Executive Summary

Federal Agency Name:	U.S. Department of Transportation Federal Highway Administration Office of the Chief Financial Officer 1200 New Jersey Avenue, SE Suite E65-101 Washington, DC 20590
Funding Opportunity Title	"Center for Excellence in Project Finance"
Announcement Type:	This is the initial announcement of this funding opportunity
Funding Opportunity Number:	RFA Number DTFH6114RA00006

Catalog of Federal Domestic Assistance (CFDA) Number: 20.205

Date(s):	RFA Issue Date: February 11, 2014 Application Due Date: March 11, 2014 at 4:00 pm Eastern Time
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TABLE OF CONTENTS

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SECTION I - FUNDING OPPORTUNITY DESCRIPTION

A. STATEMENT OF PURPOSE

The Federal Highway Administration (FHWA) hereby requests applications for assistance from all interested parties to result in the award of a cooperative agreement to support the establishment and maintenance of a Center for Excellence in Project Finance (Center).

B. LEGISLATIVE AUTHORITY

Section 52004(7) of the Moving Ahead for Progress in the 21st Century Act (MAP-21), Public Law Number 112-141, 126 Stat. 880 (July 6, 2012), establishes the Centers for Surface Transportation Excellence in four areas.

Section 52004(7)(2) establishes the goals of the centers:

> *(2) Goals - The goals of a center referred to in paragraph (1) shall be to promote and support strategic national surface transportation programs and activities relating to the work of State departments of transportation in the areas of environment, surface transportation safety, rural safety, and project finance.*

Section 52004(7)(4)(B) requires that each center develop a strategic plan:

> *(B) Strategic Plan – The Secretary shall require each center to develop a multiyear strategic plan that – (i) is submitted to the Secretary at such time as the Secretary requires; and (ii) describes—(I) the activities to be undertaken by the center; and (II) how the work of the center will be coordinated with the activities of the Federal Highway Administration and the various other research, development, and technology transfer activities authorized under [Title 23].*

Section 52004(7)(3) describes the role of the Center:

> *(3) Role of the Centers -To achieve the goals set forth in paragraph (2), any centers established under paragraph (1) shall provide technical assistance, information sharing of best practices, and training in the use of tools and decision-making processes that can assist States in effectively implementing surface transportation programs, projects, and policies.*

Section 52004(7)(4)(A) requires a competitive selection process:

> *(A) A party entering into a contract, cooperative agreement, or other transaction with the Secretary under this subsection, or receiving a grant to perform research or provide technical assistance under this subsection shall be selected on a competitive basis.*

FHWA intends to award a cooperative agreement to establish the Center. After a recipient for the award is selected, the Center and FHWA will meet and develop a program of tasks to be carried out by the Center. This plan of work will be consistent with the multiyear Strategic Plan that Section 52004(7)(4)(A) requires the Center to develop.

C. BACKGROUND

Under our Federal system of Government, it is largely the responsibility of state and local transportation agencies to deliver highway infrastructure projects and manage operations. Recent surveys reveal that Americans generally support the need for increased investment in our infrastructure, although few support increases in taxes to fund that investment. Further, improvements in vehicle fuel efficiency and reductions in vehicle miles traveled have resulted in declining resources to operate and maintain the existing, aging transportation infrastructure, and limitations on investment in new capacity. Budgetary constraints on federal resources have increased the reliance on state, local and project-generated revenues.

While there may be no near-term fix to the budgetary issues, existing tools and strategies may be useful in helping to leverage and optimize the available resources. There is an ongoing need to provide technical assistance and educate transportation officials, practitioners and other stakeholders on the array of project funding and finance options currently at their disposal. Of equal importance is an understanding of how project and program financing interrelate with the broader issues of project planning, delivery and life-cycle asset management. Effective management of the surface transportation programs therefore will depend on informed leadership; evaluation of appropriate funding, financing and delivery options; sound long-term strategies, and other skills that support state Departments of Transportation (SDOT) efforts to finance and deliver transportation investments.

As noted above, MAP-21 provides direction and funding to the FHWA to advance opportunities in innovative finance and alternative contracting for delivery of highway facilities in the best interest of the traveling and taxpaying public. Toward this end, MAP-21 directs the establishment of a Center for Surface Transportation Excellence in Project Finance. The role of the center will be to provide technical assistance, information sharing of best practices, and training in the use of tools and decision-making processes that can assist states in effectively implementing surface transportation programs, projects, and policies.

The Office of Innovative Program Delivery (the "OIPD") intends to use this cooperative agreement to establish the Center. A primary objective of the Center is to advance the state of practice in the field of transportation finance. The Center can help address these developments by offering professional training, technical assistance and research analysis to public officials and other stakeholders in the nation's transportation system. The OIPD will coordinate work and activities of the Center as authorized under Title 23.

D. STATEMENT OF WORK

The objective of this cooperative agreement is to establish the Center and provide support to SDOTs in the development of finance plans and oversight tools and to develop and offer training in state-of-the art financing methods to advance surface transportation projects through performance of the following tasks:

1. The Recipient shall establish the Center with FHWA within thirty (30) days from the effective date of the award including developing procedures for the Center and FHWA to identify and agree upon tasks to be performed to address the goals of the Center (Sec. 52004(7)(2) of MAP-21) and developing a plan for marketing the Center as well as the Center's products and services.

2. The Recipient shall submit annually to the FHWA Agreement Officer's Technical Representative (AOTR) a proposed five-year Strategic Plan. The initial Strategic Plan will be due 30 days after the effective date of award. The Strategic Plan shall outline the sequence of implementation of the outreach and capacity building programs, development of the Center brand, proposed costs, and ancillary activities not enumerated herein that the recipient believes to be necessary in order to meet the goals of the Center as identified in MAP-21. FHWA and the Recipient will enter into negotiations on what projects to fund in each year of the agreement term. The AOTR will provide comments to the Recipient within 30 days after receipt of the proposed Strategic Plan. The Recipient shall then revise the Strategic Plan within 15 days, addressing all comments prior to submitting the final version to the AOTR.

   Annual updates to the Strategic Plan shall be due 120 days before the start of each year. Upon approval of the Strategic Plan updates, the Recipient shall proceed with the development and submittal of the Annual Work Plan (see items 3 and 4, below).

   The Strategic Plan shall address, at a minimum, the Center's approach to performing/delivering the following:

   a. Training and executive education, to include developing and providing instructional materials relating to innovative finance, procurement and revenue mechanisms, including Public, Private, and Partnerships (P3s) for surface transportation projects. Organize, conduct and provide logistical support services (including invitational travel processing as may be needed) for seminars, expert roundtables, peer exchanges, executive education programs, capacity building sessions and workshops on current and emerging issues relating to innovative finance, revenue mechanisms, and procurement, including P3s for surface transportation projects. These activities could be delivered in person and/or via remote technologies (e.g., video conference or webinar) to audiences both internal to FHWA and external stakeholders.

b. Consultative support services as needed to assist State and local agencies to consider and evaluate innovative finance, revenue and procurement mechanisms, including P3s for surface transportation projects;
c. Technical assistance to states and other public authorities (e.g., analyzing whether the use of an alternative procurement mechanism, including a P3, would provide value compared with traditional public delivery methods);
d. Effective outreach promoting best practices and alternative tools for consideration by states and other public authorities. This will include developing and/or revising outreach materials and technical resource materials relating to innovative finance, revenue and procurement mechanisms, including P3s, for highway and multi-modal surface transportation projects (e.g., model transaction agreement guides, sample legislation and white papers on topics including but not limited to legal framework, organizational resources, revenue opportunities, financial market access, debt capacity models, federal stewardship requirements, life-cycle maintenance and long-term public oversight) for use by state and local governments. Materials may include, but are not limited to, slide presentations, speeches, brochures, exhibition displays, news articles, and public reports;
e. Building partnerships to leverage and coordinate the Center's activities and other related research efforts.

3. The Recipient shall submit to the AOTR, within 65 days after the effective date of award a proposed Annual Work Plan for the base year of the agreement. The base year Annual Work Plan shall identify the specific activities, budget and approach to performing the identified activities generally described in 2.a. through 2.e., above. The base year Annual Work Plan shall, at a minimum, outline steps to:

   a. Develop and implement an outreach program to build awareness and encourage states and local agencies to use the model contracts guide as a resource in developing P3 agreements for surface transportation facilities;
   b. Develop case studies for states and other public officials on Best Practices in protecting the public interest when working with the private sector in the development, financing, construction and operation of transportation facilities. Such practices shall focus on policies and techniques to ensure that the interests of the traveling public and State and local governments are protected in any agreement entered into with the private sector for the development, financing, construction and operation of transportation facilities; and Create the Center webpage as described in item #5.

   The AOTR will provide comments to the Recipient within 15 days after receipt of the proposed base year Annual Work Plan. The recipient shall then revise the base year Annual Work Plan within 5 days addressing the comments prior to submitting the final version to the AOTR.

4. The Recipient shall submit to the AOTR a proposed Annual Work Plan for each of the option years of the agreement. The Recipient shall develop the option year plans after interviewing State DOT finance and programming officials to aid in identifying and prioritizing technical assistance and informational topic needs. This information shall be synthesized into an Annual Work Plan that shall be developed with FHWA review. The Work Plan will be due 60 days before the start of each option year. The Annual Work Plan shall identify the specific activities, budget and approach to performing the identified activities generally described in 2.a. through 2.e. above. The AOTR will provide comments to the Recipient within 30 days after receipt of the proposed option year Annual Work Plan. The Recipient shall then revise the proposed Annual Work Plan within 15 days addressing the comments prior to submitting the final version to the AOTR. In addition, critical issues emerge regularly as a result of new Federal statutes and regulations, capital market and transportation industry events, and policy changes made by Federal regulatory and resource agencies. As warranted, the Recipient shall monitor such changes and canvass states to update and adjust the Center's work plan while coordinating any modifications with the FHWA.

5. The Recipient shall create the Center webpage which will be hosted within the OIPD website. Development of a new, freestanding web presence will **NOT** be funded under this cooperative agreement. The recipient shall develop and update content for the Center webpage that provides up-to-date information supporting efforts to build and maintain the professional capacity of staff at SDOTs and other agencies to consider, understand, and use innovative finance, alternative revenue and procurement mechanisms, including public-private partnerships (P3s), for surface transportation projects. This effort will require cooperation and coordination with the OIPD contractor responsible for maintaining the OIPD website. Emphasis should be on filling in the gaps not available through existing FHWA or OIPD program activities. At a minimum, the website content shall perform the following functions:

    a. Deliver State of the Practice information on the adoption and deployment of innovative strategies among state and local agencies for advancing projects, including enabling legislation and institutional processes and structures.
    b. Advance awareness of Best Practices in Innovative Finance and Project Delivery options;
    c. Advance awareness of techniques and practices that protect the interests of the traveling and taxpaying public and use of tools promoting informed and analytical decision-making processes in selecting project delivery methods;
    d. Advance consideration of alternative revenue options in development of project funding and financing plans.

6. The Recipient shall submit to the AOTR proposed Project Work Plans as may be needed throughout the term of the agreement. The Recipient shall develop the Project Work Plans to address specific capacity building, outreach, technical assistance and/or related research tasks not otherwise contemplated in the Annual Work Plan. The AOTR will provide comments to the Recipient within 7 days after receipt of the proposed Project Work Plan. The Recipient shall then revise the proposed Project Work Plan within 3 days

addressing the comments prior to submitting the final version to the AOTR. The Project Work Plans shall include the budget and approach to performing the identified project tasks. The AOTR will approve of the activities/products comprising these tasks prior to start and identify an FHWA point of contact to support and provide oversight for accomplishing the approved tasks and ensuring coordination with related program activities.

As directed in MAP-21, the Center's outreach efforts will focus on State transportation officials and partners. While project delivery and management activities involve many public and private entities, the core responsibility for the foreseeable future will remain with the SDOTs.

E. 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.

Applicants that ensure that information prepared for posting on the web complies with Federal Accessibility Requirements will receive higher consideration during the evaluation.

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

Electronic documents with images

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

Electronic documents with complex charts or data tables

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

Electronic documents with forms

When electronic forms are designed to be completed online, 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.

Draft documents developed under this Agreement shall be delivered as electronic files compatible with Microsoft Word 2000, or verified to be error free when read using Microsoft Word 2000 and Adobe PDF formats. Any other electronic format shall receive prior approval from the AOTR. With prior approval of the AOTR, artwork or graphics not embedded in the electronic (MS Word) document may be submitted in camera ready format. Required submissions must follow the publications guidelines available at: www.tfhrc.gov/qkref/qrgmain.htm unless otherwise indicate in this scope of work.

The final required submissions to be delivered under this Agreement must comply with Section 508 of the Rehabilitation Act and the Access Board Standards available online at: www.section508.gov. Unless otherwise indicated, the Recipient represents by signature on this agreement that all required submissions will comply with the Access Board Standards. Final documents will be submitted in Microsoft Word 2000, PDF, and HTML formats. These documents will be prepared in electronic GPO-required format and shall meet the Section 508 requirements to allow them to be posted and viewed on the Internet. Files should be organized so that they are readable without requiring an associated style sheet. The html versions shall include a text equivalent description (e.g., via “alt”, “longdesc”, or in element content) for every non-text (e.g., graph, table, photo, diagram, etc.) element in the document. The best location for information on regulations for 36 CFR 1194, which implements Section 508 of the Rehabilitation Act of 1973, as amended, is at www.access-board.gov/sec508/guide/index.htm.

If the information center website existed before the effective date of this agreement, information presented prior to the date of execution of this agreement does not need to be modified to comply with Federal accessibility requirements. However, if a web page is modified or updated during this agreement’s period of performance, the modified or updated page must be presented in accessible format.

SECTION II - AWARD INFORMATION

A. FUNDING

FHWA anticipates Federal funding up to a total amount of $4,000,000, for this cooperative agreement, subject to the availability of funds. Available funding for the Base Period is $239,271, with $729, subject to availability of funds. Option Period 1, Option Period 2 and Option Period 3 are subject to the availability of funds. The FHWA anticipates the following schedule for this funding:

Base Period	(12-months)	$ 240,000
Option Period 1	(12-months)	$1,200,000
Option Period 2	(12-months)	$1,280,000
Option Period 3	(12-months)	$1,280,000
TOTAL		$4,000,000

Note: FHWA is not responsible for application preparation costs and such costs are not allowable as direct charges under this agreement.

B. COST SHARING OR MATCHING

There is 20% requirement for cost sharing or matching.

C. NUMBER OF AWARDS ANTICIPATED

FHWA anticipates making one award from this RFA.

D. PERIOD OF PERFORMANCE

The period of performance for this agreement will be a maximum duration of 48 months, commencing from the effective date of the agreement. The period of performance will consist of one 12-month base period, with up to three (3) 12-month option periods.

Note: The Government anticipates the effective date of this agreement will be on or about May17, 2014.

E. TYPE OF AWARD

FHWA intends to award a Cooperative Agreement as a result of this competitive 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:

- Coordination with recipient on FHWA's program development and research activities;
- Technical assistance and guidance;
- Close monitoring during performance;
- Involvement in technical decisions; and
- Participation in status meetings including kick off meeting and annual budget reviews.

G. RESPONSIBILITIES OF THE RECIPIENT

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

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

SECTION III - ELIGIBILITY INFORMATION

ELIGIBLE APPLICANTS

Competition under this award is open to all interested parties.

SECTION IV - APPLICATION AND SUBMISSION INFORMATION

A. APPLICATION FORMS

Applicants shall 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.

Note: See "Paragraph E. Other Submission Requirements," see page 16 for more information.

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 shall consist of the following:

- Standard Form (SF) 424 (Note: Applicants may leave 5a, 5b, 6, 7,3nd 13 blank on the form).
- SF424A
- SF424B
- SF-LLL (Note: The form must be completed and submitted even if no lobbying to report. If no lobbying to report insert “None”or “N/A” in the relevant blocks).
- Grants.gov Lobbying Form
- Attachments:
    1) Technical Application – 40 page limit
    2) Budget Application – No page limit

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

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

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

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

The format of the application shall be as follows (Volumes 1 and 2 shall be submitted in the following format):

- Applications shall be submitted on 8.5 by 11 inch paper, except for foldouts used for charts, tables, appendices, or diagrams, which shall not exceed 11 by 17 inches. A page is defined as one side of a piece of paper. A piece of paper with printing on both sides is considered two pages.
- Margins (excluding headers and footers) shall be no less than 1 inch on the sides, top, and bottom of the page.
- Text shall be printed using the Times New Roman, font size no less than 12 cpi.
- Page margins shall 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 1.

The evaluation board may take into account when making its evaluation, any failure to conform to the instructions and rules in this section or any attempt to evade these specifications and rules on the basis of technicalities, as indicators of future performance.

If an applicant does not understand these instructions, then the applicant must submit its questions(s) to the Agreement Officer for clarification sufficiently in advance of the deadline for the receipt of offers to get an answer in time to meet that deadline.

Volume 1 – Technical Application

The technical application shall be limited to 40 pages. **Note: In the event the technical application exceeds the 40-page limitation, the Government will evaluate only the first 40 pages of the application.**

Technical applications shall include the following components and shall be organized accordingly:

I. TECHNICAL & MANAGEMENT APPROACH

The application shall include a program narrative statement that outlines the technical and management approach. It should describe in detail how you would proceed if awarded this agreement and how you propose to meet the program objectives. The program narrative should also:

a. Include a vision statement, not to exceed 5 pages, that describes a vision for the Center and identifies what proposed accomplishments are to be completed for each year of the cooperative agreement period. The statement should set the tone for the application and outline in broad terms the overall strategic outlook for the Center and how the offeror is uniquely qualified to meet the goals established for the Centers for Surface Transportation Excellence and the role specified for the Center for Excellence in Project Finance.
b. Outline a coordination approach, both formally and informally, with government agencies, private sector, non-governmental organizations, and academia.
c. Describe your ability to provide services and work with a variety of disciplines within State DOTs including: Finance, Planning, Project Development, and Offices of Innovative Partnerships
d. (If you propose a multiparty team) Provide an explanation of the arrangement and how it will help your ability to realize the proposed vision for the Center.

Note: The 5 page vision statement is included within the 40-page count limitation for the technical application.

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 of the following periods:

- Base Period (12 months)
- Option Period 1 (12 months)
- Option Period 2 (12 months)
- Option Period 3 (12 months)

b. In addition, provide a staffing plan for the Center that describes the organization/staffing capabilities to include the depth and breadth of personnel's skills, qualifications, and experience. The plan should address the experience and qualifications of the proposed Center personnel in the following areas:

- Working with the funding and financing programs of the U.S. Department of Transportation.
- Working with State DOTs, local governments and the private sector on funding and financing surface transportation projects.
- Working on surface transportation project finance research, evaluation and decision-making tools.
- Developing and offering training in state-of-the art financial planning and financing methods to advance surface transportation projects.
- Working with the public and/or private sector on developing and delivering projects and/or programs of projects via innovative contracting arrangements

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

III. PAST PERFORMANCE

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

<u>Volume 2 – Budget Application</u>

<u>Note</u>: There is no page limit for budget applications.

Provide a **separate** detailed budget plan by Federal Share and Recipient Share for each Task applied for (i.e. Task 1, Task 2, Task 3, etc.) by <u>year</u> (ie. Base Period, Option Period 1, Option

Period 2, Option Period 3.) The detailed budget plan will consist of the following:

1. Detailed spreadsheet and supporting information clearly delineating and supporting all estimated costs by Task (per year and in summary form) as follows:

    - Provide labor categories, labor hours or percentage of time, labor rates.
    - Provide indirect rates and bases; include any audit information to support rates.
    - 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 the Federal Travel Regulations in effect at the time of travel.

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:

    - Name and address of the organization or consultant.
    - Description of the portion of work to be conducted by the organization or consultant.
    - Cost details for that portion of work.
    - Letter of commitment from the 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. If a nonprofit or not-for-profit status, please provide evidence of this status preferably from the Internal Revenue Service.

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 accounting system, purchasing system, and/or 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, and the Federal or State point of contact for such review.

7. The applicant is directed to review Title 2 CFR §170 dated September 14, 2010, and Appendix A thereto, 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.

8. Terminated cooperative agreements or contract – List any cooperative agreements or contracts that were terminated for convenience of the Government within the past 3 years, and any contract that was terminated for default within the past 5 years. Briefly explain the circumstances in each instance.

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

The 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 well in advance of the submission deadline and to register to receive notifications of updates/amendments to the RFA.** If 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 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 non-responsive at any time during the evaluation, the FHWA will notify the applicant of the non-responsive determination, and the application will not receive further consideration, unless otherwise determined by the Agreement Officer that further consideration is in the best interest of the Government. The FHWA also will consider the application non-responsive for any of the following reasons:

1. The application is received after the specified receipt date;
2. The application is incomplete;
3. The application does not comply with the content and format requirements of the 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

Applications received will be evaluated in accordance with the evaluation criteria specified herein. The three evaluation factors are listed in descending order of importance: Technical, Cost and Past Performance.

Technical Evaluation Criteria

FHWA will evaluate technical applications based on the following criteria based on the demonstrated capabilities of the prospective recipient in relation to the needs of the Statement of Work set forth in Section I, Paragraph D. Each application must document the feasibility of its plan to successfully achieve the objectives of the Statement of Work. Applicants must submit information sufficient to permit a comprehensive evaluation of their applications based on the detailed criteria listed below.

FHWA will evaluate technical applications based on the following criteria in the following order of importance. Criterias 1 and 2 are of equal importance. Sub-criteria 1.a. is more important than sub-criteria 1.b. Sub-criteria 2.a., 2.b and 2.c. are of equal importance. Sub-criteria 2.a., 2.b. and 2.c. are more important than Sub-criteria 2.d.

1. <u>Technical merit of the application</u>

    a. Adequacy of the technical approach to the tasks.
    b. Demonstration of an understanding of the technical information needs relating to establishing a Center of Excellence in Project Finance and the role of the center in meeting those needs.

2. <u>Organization's qualifications to perform the tasks</u>

    a. Knowledge and relevant experience of the Program Manager, staff, and sub-recipients in completing the proposed tasks.
    b. Experience with providing transportation finance and innovative program delivery support nationally.
    c. Experience providing technical assistance, information sharing of best practices, and training in the use of tools and decision-making processes to State Departments of Transportation.
    d. Experience collaborating with local governments, regulatory and resource agencies, Non-Governmental Organizations, and the private sector.

Cost

Relative cost will be considered in the ultimate award decision. The budget application will be analyzed to assess cost reasonableness and conformance to the application principles.

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.

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.

The Agreement Officer is the official responsible for the final award selection. The Government will select for award the applicant that, when taken into consideration, best meets the objectives of the program.

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

D. ANTICIPATED ANNOUNCEMENT AND AWARD DATE

FHWA anticipates making an award on or about April 30, 2014.

E. AWARD NOTICES

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

Only the Agreement Officer 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.

The Government reserves the right not to make an award if no application is able to meet the Government's requirements within the Government's estimated cost. The Government also reserves the right to terminate the award if funds are no longer available.

SECTION VI – AWARD ADMINISTRATION INFORMATION

A. ADMINISTRATIVE AND NATIONAL POLICY REQUIREMENTS

1. GOVERNING REGULATIONS

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

"Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (49 CFR 18)," [located at www.dot.gov/ost/m60/grant/49cfr18.htm];

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

"New Restrictions On Lobbying (49 CFR Part 20)," [located at www.dot.gov/ost/m60/grant/49cfr20.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].

2 CFR Part 225 (OMB Circular A-87), "Cost Principles for State and Local Governments" [located at www.whitehouse.gov/omb/circulars/a087/a087-all.html];

2 CFR Part 230 (OMB Circular A-122), "Cost Principles for Non-Profit Institutions" [located at http://edocket.access.gpo.gov/2005/05-16650.htm]

OMB Circular A-102, "Grants and Cooperative Agreements With State and Local Governments" [located at www.whitehouse.gov/omb/circulars/a102/a102.html];

OMB Circular A-133, "Audits of States, Local Governments, and Non-Profits" [www.whitehouse.gov/omb/circulars/a133/a133.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 www.access.gpo.gov/nara/cfr/waisidx_05/2cfr215_05.html]; and

Any other applicable Federal regulation or statute.

2. RESPONSIBILITIES OF THE RECIPIENT

The Recipient, in a cooperative relationship with the Government, will establish and operate a center for environmental excellence. The Recipient will provide overall program management and be responsible for the following, as a minimum:

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

3. TRAVEL AND PER DIEM

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

4. AMENDMENTS

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

5. AGREEMENT OFFICER'S TECHNICAL REPRESENTATIVE (AOTR)

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

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

6. OBLIGATION CEILING RATIO

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

7. INDIRECT COSTS

Indirect costs are allowable under this agreement as follows:

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

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

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

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

8. DATA RIGHTS

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

- Upon completion of this Agreement, the Recipient will provide complete, useable electronic copies of the information center databases and libraries to the Government, including any source code.
- During the period of performance of this Agreement, the Recipient may access the information center databases for its own independent analyses, reporting, and distribution purposes.
- The Recipient will make the information center databases and libraries available to the Government and State agencies for analyses and for report generation without an additional fee.
- The Recipient may make the databases and libraries available to other organizations, and may choose whether or not to charge a fee for service. (See Section VI, Paragraph 19: *Program Income*.)
- Personally Identifiable Information (PII)[1] shall not be requested unless necessary and only with prior approval of the Agreement Officer (AO) or Agreement Specialist (AS), with concurrence from the Agreement Officer's Technical Representative (AOTR).
- The Recipient will not provide information about private individuals or customers to others without prior approval of the Agreement Officer (AO) or Agreement Specialist (AS), with concurrence from the Agreement Officer's Technical Representative (AOTR). This includes mailing lists that may have personal addresses.
- Written materials intended for the general public, whether posted on a website, electronically, or in print, must comply with the standards of the U.S. Government Printing Office's Style Manual, available at www.gpoaccess.gov/stylemanual/browse.html.

9. PAYMENT

The Recipient may request advances or reimbursement of costs incurred in the performance hereof as are allowable under the applicable cost provisions [see 49 CFR Part _____] not-to-exceed the funds currently available as stated in herein. The Recipient shall submit an electronic copy of the SF 270, Request for Advance or Reimbursement, no more frequently than monthly, to the finance office in Oklahoma City.

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

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

Payments by Reimbursement: When requesting reimbursement of costs incurred and credit for cost share incurred, the Recipient shall submit supporting cost detail with the SF 270 to clearly document costs incurred. Cost detail includes a detailed breakout of all costs incurred including direct labor, indirect costs, other direct costs, travel, etc.

The Agreement Specialist and the AO reserve the right to withhold processing requests for reimbursement until sufficient detail is received. In addition, reimbursement will not be made without AOTR review and approval to ensure that progress on the Agreement is sufficient to substantiate payment. After AOTR approval, the Agreement Specialist will certify and forward the advance or request for reimbursement to the payment office. *Note: Standard Forms may be located at http://fhwa.dot.gov/aaa/hamhome.htm.*

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

DELPHI eInvoicing System Registration and Information

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

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

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

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

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

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

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

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

- Web-based training at http://www.dot.gov/cfo/delphi/web-based-training/grant-recipient/lessons/index.html ,
- Desktop User's Manual at http://www.dot.gov/cfo/delphi/grant-gecipient/grant-recipient-desktop-guide-final.pdf,
- Several Quick Reference Guides (QRGs)at http://www.dot.gov/cfo/delphi-training-system.html,
- QRG for Creating a Standard Invoice at http://www.dot.gov/cfo/delphi/grant-gecipient/grant-recipient-qrg-creating-standard-invoice.pdf,
- QRG for Creating a Credit Memo at http://www.dot.gov/cfo/delphi/grant-gecipient/grant-recipient-qrg-creating-credit-memo.pdf.

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

Waivers

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

All waiver requests should be sent to via mail to:

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

or electronically to: DOTElectronicInvoicing@dot.gov

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

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

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

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

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

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

10. ACKNOWLEDGEMENT OF SUPPORT AND DISCLAIMER

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

“This material is based upon work supported by the Federal Highway Administration under Cooperative Agreement No. DTFH6114H(to be filled in at award)”.

All materials must also contain the following:

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

11. SITE VISITS

The Federal Government, through its authorized representatives, has the right, at all reasonable times, to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by the Federal Government on the premises of the Performing Organization or a subrecipient under this

Agreement, the Performing Organization shall provide and shall require their subrecipients to provide all reasonable facilities and assistance for the safety and convenience of the Government representative in the performance of their duties. All site visits and evaluations shall be performed in such a manner as will not unduly delay work.

12. TERMINATION AND SUSPENSION

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

13. BUDGET REVISION/REALLOCATION OF AMOUNTS

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

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

14. FINANCIAL MANAGEMENT SYSTEM

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

15. ALLOWABILITY OF COSTS

Allowable costs will be determined in accordance with the applicable Federal cost principles, e.g., 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.

16. AVAILABLE FUNDING

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

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

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

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

17. 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

18. KEY PERSONNEL

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

(to be filled in at award)

19. PROGRAM INCOME

Program income earned during the agreement period shall be retained by the Recipient and shall be administered under 49 CFR Part 19.24. Under this Agreement, program income may be used to finance the non-Federal share of this project. Additional program income above the amount required for the non-Federal share may be added to the funds committed to the agreement and used to further Agreement objectives.

20. SUBAWARDS

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

The following sub-awards are currently approved under the agreement:

(To be filled in at award)

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

21. DEBARMENT AND SUSPENSION REQUIREMENTS

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

22. DRUG FREE WORKPLACE

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

23. DISPUTES

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

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

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

Upon written request to the FHWA Director, Office of the Chief Financial Officer or designee, made within thirty calendar days after the Agreement Officer's written decision or upon unavailability of a decision within the stated time frame under the preceding paragraph, the dispute shall be further reviewed. This review shall be conducted by the Director, Office of Acquisition Management. Following the review, the Director, Office of Acquisition

Management, will resolve the issues and notify the parties in writing. Such resolution is not subject to further administrative review and to the extent permitted by law, shall be final and binding. Nothing in this Agreement is intended to prevent the parties from pursuing disputes in a United States Federal Court of competent jurisdiction.

24. PRINTING

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

25. OMB PAPERWORK REDUCTION ACT

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

26. ENCOURAGING RECIPIENT POLICIES TO BAN TEXT MESSAGING WHILE DRIVING

(a) Definitions. As used in this clause—

"Driving"—

(1) 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.

(2) 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 is encouraged to—

(1) Adopt and enforce policies that ban text messaging while driving—

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

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

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

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

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

(d) *Assistance Awards.* All Recipients and subrecipients of financial assistance to include: grants, cooperative agreements, loans and other types of assistance, shall insert the substance of this clause, including this paragraph (c), in all assistance awards.

B. REPORTING

1. ADDRESSES FOR SUBMITTAL OF REPORTS AND DOCUMENTS

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

Attention: (To be filled in at award)

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

(To be filled in at time of award)

2. QUARTERLY PROGRESS 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 as follows:
(1) January-March
(2) April-June
(3) July-September
(4) October-December

The SF-PPR is available online at www.whitehouse.gov/omb/grants/grants_forms.html. The quarterly submittal shall consist of the SF-PPR cover page and the following required attached information. Block 10 (Performance Narrative) and Block 11 (Other Attachments) of the SF-PPR shall include the following information as attached pages:

Each report shall contain concise statements covering the research activities relevant to the study, including:

(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.
(e) A tabulation, by cost element, of the current and cumulative costs expended by quarter versus budgeted costs, including cost share.
(f) SF425 Financial Status Report.
(g) If advance payments are used, SF272, Report of Federal Cash Transactions.

3. ANNUAL BUDGET REVIEW AND PROGRAM PLAN

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

4. REQUIRED SUBMISSIONS

All required submissions shall be submitted to the AOTR for all tasks.

(At the time of award, a chart listing the task, required submission description and due date shall be inserted.)

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

I. Reporting Subawards and Executive Compensation.

a. Reporting of first-tier subawards.

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

2. *Where and when to report.*

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

b. *Reporting Total Compensation of Recipient Executives.*

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

1. *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.

b. Reporting of Total Compensation of Subrecipient Executives.

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

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
   i. To the recipient.
   ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.,* between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

b. 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.

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

1. *Entity* means all of the following, as defined in 2 CFR Part 25:
   i. A Governmental organization, which is a State, local government, or Indian tribe;
   ii. A foreign public entity;
   iii. A domestic or foreign nonprofit organization;
   iv. A domestic or foreign for-profit organization;

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

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

3. *Subaward:*

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

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

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

4. *Subrecipient* means an entity that:

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

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

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

i. *Salary and bonus.*

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

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

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

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

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

SECTION VII - AGENCY CONTACT

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