Federal Funding Opportunity
Request for Applications (RFA)
Executive Summary

Federal Agency Name:	U.S. Department of Transportation Federal Highway Administration Office of Acqusition and Grants Management 1200 New Jersey Avenue, SE Suite E65-101 Washington, DC 20590
Funding Opportunity Title	"Augmentation of Texas Department of Transportation I-35 Traveler Information During Construction"
Announcement Type:	This is the initial announcement of this funding opportunity
Funding Opportunity Number:	RFA Number DTFH6114RA00017

Catalog of Federal Domestic Assistance (CFDA) Number: 20.200

Date(s):	RFA Issue Date: July 17, 2014 Application Due Date: August 18, 2014 at 4:00 pm, EST
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TABLE OF CONTENTS

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

SECTION I - FUNDING OPPORTUNITY DESCRIPTION

A. STATEMENT OF PURPOSE

The United States Department of Transportation (USDOT) seeks to enter into a cooperative agreement with the Texas Department of Transportation (TxDOT) to develop, evaluate, and test systems and applications to provide travelers with real-time information regarding work zone activity, lane closures, incidents, and queues as part of Vehicle to Infrastructure (V2I) communications for safety, mobility, and environmental performance. These efforts are outlined in the USDOT ITS Strategic Research Plan, 2010-2014. The Federal Highway Adminsitration (FHWA) has a lead role in the development, and testing of systems and applications for V2I safety, mobility and environmental performance, while TxDOT has an active project to provide traveler information during construction as part of the I-35 widening project in central Texas.

The cooperative agreement will augment an existing State-funded project with an existing funding level of $12.48 million. The total estimated Federal Share for this cooperative agreement is $2,000,000 over a 48 month period of performance.

B. LEGISLATIVE AUTHORITY

Specific statutory authority for conducting this effort is found in 23 U.S.C. §516(a), which authorizes the Secretary of Transportation to "…carry out a comprehensive program of intelligent transportation system research and development, and operational tests of intelligent vehicles, intelligent infrastructure systems, and other similar activities…"

Funding is authorized under §51001(a)(4) of Public Law 112-141, the Moving Ahead for Progress in the 21st Century Act (MAP-21) carry out sections 512 through 518 of 23 U.S.C.

In accordance with 23 U.S.C. §516(c) FEDERAL SHARE.—The Federal share payable on account of any project or activity carried out under subsection (a) shall not exceed 80 percent."

C. BACKGROUND

TxDOT has established a traveler information during construction project as part of the I-35 widening project in central Texas. This project, known as the I-35 TIDC project, is intended to provide travelers with up-to-date information on incidents, queue formation and predicted travel times between set destinations along the I-35 corridor in central Texas, including Bell, McLennan, and Hill Counties. The system uses information from planned lane closures and data from roadside sensors to predict and monitor travel delays. Travel time predictions are provided to the driving public though webpages and email, while updated travel times are posted on fixed variable signs. Queue warnings are generated using commercial queue warning systems and through deployment of portable variable message signs at locations where queues are predicated by the system. While this system significantly improves the level of information provided to drivers, it cannot provide queue warnings or travel delays due to weather, crashes, or other unanticipated incidents.

V2I applications are those applications wherein vehicle-based sensors and vehicle-to-vehicle (V2V) communications are not considered adequate for development of information, alerts, or warnings for drivers. Rather, additional information is required from the infrastructure in order to enable the applications. Work zones and incident management are areas where additional information from the infrastructure is required to provide accurate and timely information to the traveling public. V2I systems can provide updates on roadway alignments, lane closures, and formation of queues, which allow drivers to make appropriate decisions regarding routing, speed and lane assignment. Commercial freight can benefit from early notification of queues to improve productivity by delaying trips or revising routes. Safety is improved by providing commercial vehicle drivers time to moderate speeds well before arriving at the back of a queue. In addition, information from vehicles to the infrastructure can be used to notify travelers of incidents and adverse weather along a route.

D. OBJECTIVES

The objective of this cooperative agreement is develop and deploy vehicle-based systems to augment the existing roadside infrastructure systems used to provide drivers with information on work zone status, queue warnings, and travel delays along the I-35 corridor in central Texas. This cooperative agreement is a new initiative to expand the data collection, analysis and information distribution systems developed under the I-35 TIDC project. TxDOT will collaborate with FHWA and the ITS Joint Program Office (ITS JPO) to accomplish the goals of this “I-35 TIDC Augmentation” project.

E. STATEMENT OF WORK

1. DESCRIPTION

The Recipient in collaboratin with project Participants will develop a project designed to enable successful deployment of vehicle-based traveler information that is coordinated with the existing data collection and prediction systems used in the TxDOT I-35 TIDC project, and that is also coordinated with the roadside information and display systems, including queue warning messages and travel-time predictions.

Phase I involves developing appropriate processes to acquire real-time travel information from and provide in-vehicle information to commercial vehicles traveling on the central Texas I-35 corridor. This work is anticipated to continue for the entire duration of the agreement. Phase II involves expanding these processes to include in-vehicle information for light vehicle drivers. Phase II, if work is awarded, then it is anticipated to begin approximately 12 months after award of Phase I, and continue for the remainder of the agreement. Continuation of Phase I work is not dependent upon award of Phase II.

Work conducted under this cooperative agreement will be coordinated with a separately funded and managed Corridor Optimization for Freight (COfF) project (see Task 2) along the central

Texas I-35 corridor and with an ITS JPO Systems Architecture project (see Task 3) that will establish an overall architecture to tie these two projects together.

2. TASKS

<u>Phase I – TIDC for Commercial Vehicles</u>

Task 1: <u>Project Management</u>. The purpose of this task is to identify the necessary personnel, administrative, financial and managerial resources necessary for the support and management of the cooperative agreement. The Recipient is expected to provide overall management support that will fully integrate, manage, control and document all phases of the cooperative agreement. The USDOT will rely on the Recipient to be the focal point for coordinating work by any and all Participants and subcontractors. The Rescipient should use a project management process commensurate with that used on other projects of comparable scope and complexity.

At a minimum, it is expected that the Recipient will conduct the following subtasks:

Subtask 1.1: <u>Project Management Plan</u>: A draft project management plan (including task schedule) is requested for presentation at the kick-off meeting (within four weeks after award) with a final version to be submitted within an agreed upon time frame. At a minimum this plan should include:

- All technical activities (including documentation development) identified and organized in a Work Breakdown Structure (WBS) at a level of detail sufficient for the Recipient to manage the work to include staffing by task/milestone. The Recipient should include start-up, planning, execution and closeout levels.
- A matrix of all deliverables, their version/release, and planned delivery dates.
- A matrix of all personnel assigned to the program and total aggregate level of effort for all tasks.

Subtask 1.2: <u>Budget</u>: The Recipient shall use an acceptable accounting system to track budget status, including available, committed, obligated, and expended funds. A budget report shall be included as part of the regular Progress Reports (see subtask 1.4).

Subtask 1.3: <u>Risk Management</u>: The Recipient shall document risks that might affect the activities under the cooperative agreement and the characteristics of the risk. Types of risks that must be considered include risks potentially impacting the work schedule, scope, and costs. A risk management log should be maintained on an on-going basis during the entire period of performance to track risks, mitigation plans and status. Each risk will have a unique number, probability of occurrence and impact of occurrence rating. The Recipient may use an existing organizational risk log.

Subtask 1.4: <u>Progress Reports</u>: The Recipient shall provide progress reports, on a monthly basis, which document work performed during the preceding period, and work planned for the next period. The progress reports should also include highlights on milestones achieved and any proposed changes to accepted work schedule. The progress reports should include a budget report, indicating funds available, committed, obligated, and expended. A graph illustrating work progress and funds expended is a useful tool to track project status.

Task 2: Corridor Optimization for Freight (COfF).

As part of the I-35 TIDC Augmentation project, the USDOT is interested in beta-testing the integration of two or more existing connected vehicle applications with emphasis on freight optimization and efficiency. This component of the Augmentation project is referred to as the Corridor Optimization for Freight (COfF). Examples of connected vehicle applications include, but are not limited to: Freight Advanced Traveler Information System (FRATIS)/Drayage Optimization, R.E.S.C.U.M.E./INC-ZONE, Commercial Connected Vehicle Integrated Truck (CCVIT), Commercial Connected Vehicle Retrofit Safety Device (CCVRSD), and the V2I Smart Roadside Initiative (SRI) Prototype. In addition, the USDOT is interested in application integration with connected vehicle technology to include roadside and back office communications (see Task 3). The task describes the high-level responsibilities of TxDOT in partnering with the USDOT on the COfF project.

Concurrent with the I-35 TIDC Augmentation, the USDOT has contracted for the development of an optimization application that will utilize data from the I-35 TIDC system to maximize a freight operator's productivity, improve operational efficiency, and reduce safety related incidents. The optimization algorithm is an extension of the FRATIS prototype tests, currently being conducted in Dallas, TX, Los Angeles, CA, and South Florida. The intent is to pilot test the application with trucking carriers operating along the central Texas I-35 corridor. As part of the COfF project, commercial vehicles will be outfitted with on-board systems (current thinking is an optimization app for smartphone or tablet) that enable data flow between the vehicles and the infrastructure. It is anticipated that these vehicles will provide a unique opportunity to evaluate the effectiveness of the I-35 TIDC Augmentation project. The Recipient should coordinate with the existing optimization application contractor in order to incorporate the data flows and algorithms of the I-35 TIDC into the freight optimization package.

The USDOT is contemplating the inclusion of a logistics or supply chain capability within the COfF project that tests the non-safety benefits of dedicated short range communications (DSRC) technology. Commercial vehicles, trailers, chassis, and containers would be equipped with devices capable of communicating via DSRC, cellular or satellite with the driver, roadside unit and the beneficial cargo owner, warehouse or terminal operator. Data flow between the vehicles and the infrastructure would be an addition source of real-time travel data feeds supplementing the I-35 TIDC system. Advanced notification of truck arrival times (hours or minutes) would benefit freight terminal tactical operations. The Recipient shall coordinate with the device vendor in order to incorporate interfaces and data exchange with the I-35 TIDC system.

The USDOT is interested in integrating at least one (1) connected vehicle application with the optimization application described above. The desire is to integrate at least two (2) applications and test to ensure the integrated product meets the criteria under Task 3, the criteria are dependent on the specific application selected for evaluation. The intent is for the Recipient to collaborate with the USDOT in selecting an application that will make the most use of the I-35

TIDC environment and in parallel, pilot integration of two existing applications identifying what works and where addition work needs to be done.

The USDOT will reply upon the Recipient to solicit freight participants and coordinate their participation throughout the pilot test to include training and follow up project evaluation (see Task 5). The USDOT envisions beginning with a minimum of ten commercial vehicles with the freight optimization algorithm and expanding the number to include those outfitted with DSRC-enabled on-board devices.

Task 3: Coordination with Systems Architecture: The ITS JPO, in the Office of the Assistant Secretary of Transportation for Research and Technology, will provide assistance in developing the architecture for the I-35 TIDC Augmentation, including how the project will interrelate with the COfF project. It is anticipated that the Recipient will work with the Systems Architecture team to identify functional and physical components of the architecture, and the data flows required to enable the work. It is desirable for the Recipient to identify new physical elements, such as weather stations and incident management systems that can be incorporated into the existing I-35 TIDC system. The Recipient should use this task as an opportunity to become familiar with the prototype connected vehicle architecture tool, which is based on the National ITS tool Turbo.

Task 4: Develop Performance Metrics. The Recipient shall develop performance metrics to evaluate the effectiveness of in-vehicle messaging on travel decisions and queue warnings. This effort should be coordinated with the COfF project, to determine if and how freight operators use information from the I-35 TIDC Augmentation on trip planning, and driver satisfaction with the quality and level of information available. Of key importance is whether or not in-vehicle information provides drivers and freight operators with higher quality travel data than is currently available with roadside infrastructure. A set of proposed performance metrics should be submitted within two (2) months of award.

Task 5: Oversee Participants: Phase I of the I-35 TIDC Augmentation will involve the exchange of data between participating commercial vehicles and the I-35 TIDC system. These data may include updated information on road weather conditions, incident management, travel delays along the corridor, and queue formation. Participants must be willing to provide trip information and may be requested to provide specific vehicle data to enable improved information flow back to all participants on the road or engaged in trip planning.

Subtask 5.1: Solicit Participants: In cooperation with the optimization application contractor and potentially the DSRC device vendor, the Recipient should solicit freight operators and potentially others – supply chain operators, and TxDOT commercial vehicle enforcement personnel to participate in the I-35 TIDC Augmentation – COfF project. This effort must be closely coordinated, to insure that potential participants accept any requirements of being a participant, and that the project is not over or under subscribed.

Subtask 5.2: Survey Participants: It is anticipated that a significant aspect of performance metrics will be surveys of drivers and fleet operators on the usefulness of the I-35 TIDC Augmentation on trip planning and traveler satisfaction. The Recipient is expected to maintain contact with participants, and gather data to allow analysis of the effectiveness of the in-vehicle systems. The Recipient shall coordinate with the USDOT's independent evaluator who will be conducting a lessons learned and best practices assessment for application in future pilot tests. This work will require coordination with the COfF project to ensure that surveys are minimized and are designed to support both projects simultaneously.

Task 6: Phase I Report and Recommendations: The Recipient is expected to fully document the activities, issues, and results of the work conducted under this cooperative agreement.

Subtask 6.1: Recommendation on Phase II: A recommendation on extending the I-35 TIDC Augmentation to light vehicles is desired 10 months following award. The recommendation should provide an overall concept of extending the project to light vehicles, including the tasks that the work will entail. It is anticipated that USDOT will respond to the recommendation within 30 days of receipt.

Subtask 6.2: Phase I Report: A draft final report on the work conducted under Phase I of this effort is desired 12 months after award. A final report is requested 30 days following review and comment by USDOT. Note that USDOT review will require 30 days.

Phase II – TIDC for Light Vehicles

The Recipient shall provide recommendations regarding the concept and proposed tasks to extend this project to light vehicles.

B. 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. Only deliverables that are intended for publication must be made Section 508 compliant by the Recipient.

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 deliverables in conformance with Section 508 for eventual posting by FHWA to an FHWA-sponsored website.

Electronic documents with images

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

Electronic documents with complex charts or data tables

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

Electronic documents with forms

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

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.

C. PUBLICATION GUIDELINES

The Recipient agrees to follow the ITS JPO publication guidelines, which are listed on the ITS-JPO website: (**http://www.its.dot.gov/pubsguidance.htm**), for all documents intended for public distribution by the Federal government. Deviations from the standard report template will be discussed with the AOR prior to submission.

Photos used in documents intended for public distribution will be provided in 300 dpi or higher resolution. All photos and graphics in publications and reports will include accreditation.

The Recipient should include 45 days in delivery schedules to accommodate the publication review process, as applicable. In general, the government will request that the Recipient make one set of graphic, editorial or production changes to reports intended for public distribution following a technical and editorial review of the draft report.

JPO branding guidelines will be provided by the ITS JPO Communications Program Manager for all public outreach materials.

Only staff of the U.S. Department of Transportation can make official comments to the media about the specific activities under this agreement. The Recipient agrees that they will not speak to the media as an official representative of the U.S. Department of Transportation absent prior approval from the AOR. Note that this does requirement does not apply to those activities for which the Recipient speaks to the media as an official representative of the Texas Department of Transportation.

SECTION II – AWARD INFORMATION

A. FUNDING

FHWA anticipates Federal funding up to a total amount of $2,000,000, for this cooperative agreement, subject to the availability of funds.

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

B. COST SHARING OR MATCHING

There is 20% requirement for cost sharing or matching.

C. NUMBER/TYPE OF AWARDS ANTICIPATED

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

D. PERIOD OF PERFORMANCE

The period of performance for this cooperative agreement is 48 months from the effective date of the agreement.

E. DEGREE OF FEDERAL INVOLVEMENT

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

- Technical assistance and guidance;
- Close monitoring during performance;
- Participation in kick off and status meetings, and meetings identified in the Statement of Work; and
- Facilitate coordination with identified key partners.

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

This is a sole source requirement with application eligibility limted to TXDOT.

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. The Applicants shall submit the Application Package online at www.Grants.gov.

B. CONTENT AND FORM OF APPLICATION SUBMISSION

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

Volume 1 – Technical Application as described below – 40 double-spaced pages maximum

- Part I – Technical and Management Approach
- Part II – Staffing Approach

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

- Part I – Cost/Price Information and Other Financial Information
- Part II – Standard Forms

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.
- Pages will be number consecutively starting with the first page.
- No cost/price data will be included in Volume 1.

Volume 1 – Technical Application

The technical application shall be limited to 40 pages.

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

I. **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 proposed to meet the program objectives.

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 positionfor the duration of the agreement.

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

Volume 2 – Budget Application

Note: There is no page limit for budget applications.

- Standard Form (SF) 424 (Note: Applicant 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

Your budget application must contain:

1. Detailed spreadsheet and supporting information clearly delineating and supporting all estimated costs (including cost share).
   a. Provide labor categories, labor hours or percentage of time, labor rates.
   b. Provide indirect rates and bases; include any audit information to support rates.
   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 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.

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

The Government will evaluate the Applicantion for responsiveness to the RFA.

B. EVALUATION CRITERIA

The Government will evaluate the Application based on the criteria listed below.

Technical Factors:

1. **Technical Approach**

Demonstrate a sound, adequate, clear, and realistic technical approach to performing the work required in the RFA.

2. **Management and Staffing Approach**

Proposed staff relevant experience, education and expertise to successfully perform the work required in the RFA. Describe a management and staffing plan to recruit and retain experienced and qualified Key Personnel, management and staff support to meet the requirements of the RFA, and outlines risk mitigation strategies for replacing staff.

3. **Corporate Capabilities**

Describe management and business systems (e.g.: accounts payable), and corporate contract, project, and administration support services that are adequate to ensure that tasks are performed efficiently, accurately, on time, and in compliance with the requirements of the RFA.

Cost

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

C. REVIEW AND SELECTION PROCESS

The Government will accept the application if its is considered to be advantegous to the Government and is found acceptable under each of the evaluation criteria noted above. The Agreement Officer (AO) is the Official responsible for the final award decision.

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

D. ANTICIPATED ANNOUNCEMENT AND AWARD DATES

FHWA anticipates, but does not guarantee, making award on or about September 3, 2014.

E. 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 agreement will be governed by and in compliance with the following requirements as applicable to the type of organization of the Recipient and to the type of organization of any applicable subrecipients:

For Indian Tribal Governments:

- 49 CFR Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," the DOT codification of OMB Circular A102 [located at www.dot.gov/ost/m60/grant/49cfr18.htm];
- 2 CFR Part 225 (OMB Circular A-87), "Cost Principles for State, Local, and Indian Tribal Governments" [located at www.whitehouse.gov/omb/circulars_a087_2004];
- OMB Circular A-133, "Audits of States, Local Governments, and Non-Profits" [located at www.whitehouse.gov/sites/default/files/omb/circulars/a133/a133.pdf];

For State and Local Governments:

- 49 CFR Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," the DOT codification of OMB Circular A102 [located at www.dot.gov/ost/m60/grant/49cfr18.htm];
- 2 CFR Part 225 (OMB Circular A-87), "Cost Principles for State, Local, and Indian Tribal Governments" [located at www.whitehouse.gov/omb/circulars_a087_2004];
- OMB Circular A-133, "Audits of States, Local Governments, and Non-Profits" [located at www.whitehouse.gov/sites/default/files/omb/circulars/a133/a133.pdf];

For Institutions of Higher Education:

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

For Non-Profit Organizations:

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

For Hospitals:

- 49 CFR 19, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations", the DOT codification of OMB Circular A110 [located at: www.dot.gov/ost/m60/grant/49cfr19.htm];
- 45 CFR 74, App E, "Principles for Determining Costs Applicable to Research and Development under Grants and Contracts with Hospitals" [located at http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr;sid=85fa827d5b4cde0a8286b0541125d28e;rgn=div5;view=text;node=45%3A1.0.1.1.35;idno=45;cc=ecfr#45:1.0.1.1.35.6.11.3.11]
- OMB Circular A-133, "Audits of States, Local Governments, and Non-Profits" [located at www.whitehouse.gov/sites/default/files/omb/circulars/a133/a133.pdf];

For-profit Organizations:

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

For all organizations:

- 49 CFR Part 20, "New Restrictions On Lobbying," [located at www.dot.gov/ost/m60/grant/49cfr20.htm];
- 49 CFR Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964" [located at http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=a99a8496b34462b98f7cd8521c395837&rgn=div5&view=text&node=49:1.0.1.1.15&idno=49]
- 49 CFR Part 26, "Nondiscrimination by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs" [located at http://ecfr.gpoaccess.gov/cgi/t/text/text-

idx?c=ecfr;sid=5f45dc360bda3a664764634da75532a3;rgn=div5;view=text;node=49%3A1.0.1.1.20;idno=49;cc=ecfr]

- 49 CFR Part 27, "Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance" [located at http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr;sid=807a6b2d9f013f5d83a52e5de8e49450;rgn=div5;view=text;node=49%3A1.0.1.1.21;idno=49;cc=ecfr]
- 49 CFR 32, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance) [located at http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=9817ef9f832e74732ee322ffcb848d97&rgn=div5&view=text&node=49:1.0.1.1.25&idno=49]
- Any other applicable Federal regulation or statute.

2. 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-133). 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.

3. 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.

4. AGREEMENT OFFICER'S TECHICAL 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.

5. 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.

6. 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.

7. 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 19) 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.

8. 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 U.S. Department of Transportation 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 U.S. Department of Transportation."

9. 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.

10. 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.

11. 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 AOTR and AO of budget deviations of greater than 5% of the value of the Federal share in any year.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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)

17. 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.

18. 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.

19. PRINTING

The Recipient will obtain prior written approval from the AOTR 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 AOTR, to include specifics on the deliverable, requested printing quantity, and estimated costs for printing.

20. 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)

21. 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.

22. 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.

23. 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.

24. 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.

25. 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 to the Agreement Specialist at the following address:

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

Submit an electronic copy to the AOTR at the following address:

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 AOTR 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/Deliverable	Due Date
1.1 Develop draft and final Project Management Plan. • Draft plan • Final plan • Plan updates	• Draft plan within four weeks after award • Final plan, as agreed upon • Update as requested
1.2 Develop budget and submit as a part of the Progress Reporting requirements.	• Monthly, or as agreed
1.3 Develop and maintain a Risk Management Log.	• Monthly, or as agreed
1.4 Submit Progress Report.	• Monthly, or as agreed
2.0 No separate deliverable	•
3.0 No separate deliverable	•
4.0 Develop performance metrics	• Proposed set within 2 months after award
5.0 No separate deliverable	•
6.1 Recommendation on Phase II	• Provide recommendation on Phase II, including overall concept and tasks, within 10 months after award
6.2 Phase I Report • Draft report • Final report	• Draft report 12 months after award • Final report 30 days after receipt of comments

SECTION VII - AGENCY CONTACT

Address any questions to:

Primary Point of Contact
Angela A. Jones, Agreement Specialist
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