

***Federal Funding Opportunity
Request for Applications (RFA)***

Executive Summary

Federal Agency Name: U.S. Department of Transportation
Federal Highway Administration
Office of Acquisition Management
400 Seventh Street, SW, Room 4410
Washington, DC 20590
Attn: Katasha White, HAAM-40F

Funding Opportunity Title: ***“North American Facilitation of Transportation, Trade
Reduced Congestion and Security (NAFTRACS)”***

Announcement Type: This is the initial announcement of this funding
opportunity.

Funding Opportunity Number: **RFA Number DTFH61-07- RA-00114**

Catalog of Federal Domestic Assistance (CFDA) Number: 20.200

Dates: RFA Issue Date is April 13, 2007
Application Due Date is May 14, 2007

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SECTION I – FUNDING OPPORTUNITY DESCRIPTION

A. STATEMENT OF PURPOSE

The Federal Highway Administration (FHWA) hereby requests an application for assistance from the North America’s SuperCorridor Coalition, Inc. (NASCO), to result in the award of a grant agreement for a project entitled North American Facilitation of Transportation, Trade, Reduced Congestion and Security (NAFTRACS), originally “STRAP3”.

B. LEGISLATIVE AUTHORITY

FY 2005

Section 4, Statement of Appropriations of the Consolidated Appropriations Act, 2005 (Public Law 108-447), 118 Stat. 3207 (2004) provides funding for a “STRAP 3 Transportation program Trucking, \$ 1,500,000.”

(Note: The amount authorized in the legislation is subject to FHWA’s obligation limitation process. See Section II for funding estimate for this project.)

The authority to award a grant agreement for this effort is found in Transportation Equity Act for the 21st Century (TEA-21), Section 5102, Surface Transportation Research. Per Section 5102 paragraph (a)(3), “The Secretary may carry out this section...(C) by making grants to, or entering into contracts, cooperative agreements, and other transactions with, the National Academy of Sciences, the American Association of State Highway and Transportation Officials, or any Federal laboratory, State agency, authority, association, institution, for-profit or nonprofit corporation, organization, foreign country, or person.”

Section 5208(f) of the TEA-21 states that, “The Federal share of the cost of a project payable from funds made available under this section [Intelligent Transportation System Integration Program] shall not exceed 50 percent.”

FY 2006

Section 112 of Division A of the Transportation, Treasury, Housing and Urban Development, The Judiciary, The District Of Columbia and Independent Agencies Appropriations Act, (Public Law 109-115), 119 Stat. 2407 (2005), makes available \$25,000,000 for highway priority projects ... “as identified under this section in the statement of the managers accompanying this Act:...”

Section 112 of the CONFERENCE REPORT for the Transportation, Treasury, Housing and Urban Development, The Judiciary, The District Of Columbia and Independent Agencies Appropriations Act, provides funding for “STRA3P Phase II, IA, \$ 1,000,000.”

The authority to award a grant agreement for this effort is found in Section 112 of Division A of the Transportation, Treasury, Housing and Urban Development, The Judiciary, The District Of Columbia and Independent Agencies Appropriations Act, (Public Law 109-115) 119 Stat. 2407 (2005), “ That notwithstanding any other provision of law and the preceding clauses of this provision, the Secretary of Transportation may use amounts made available by this section to make grants for any surface transportation project otherwise eligible for funding under title 23 or 49, United States Code:”

Section 112 of Division A of the Transportation, Treasury, Housing and Urban Development, The Judiciary, The District Of Columbia and Independent Agencies Appropriations Act, (Public Law 109-115) 119 Stat. 2407 (2005) also states, “ That the Federal share payable on account of any program, project, or activity carried out with funds made available under this section shall be 100 percent:”

C. BACKGROUND

The North American Facilitation of Transportation, Trade, Reduced Congestion and Security (NAFTRACS)- (Originally called STRAP 3 Transportation Program Tracking) project will be designed to demonstrate the benefits of third-party information sharing and exchange between the North American Super-corridor Coalition (NASCO), its members, Federal Authorities (USA, Canada, Mexico), and State/Province/local governments, to support more efficient corridor traffic management, and the efficient and safe flow of commerce within and throughout the corridor. The project will also demonstrate the benefits of vehicle / route management from third-party data sources to support and facilitate corridor wide advanced risk assessment and mitigation, and regional disaster preparation and response.

In addition the project will examine the economic costs of trade cooperation and compliance for secure trade versus enhancements in freight mobility and efficiency to identify a secure trade / supply chain cost ratio. Analysis would be based on freight measurements collected from the operational testing of NAFTRACS pilot prototypes.

D. OBJECTIVES

The purpose of this grant agreement is to:

- (1) Demonstrate the benefits of third-party information sharing and exchange between NASCO, its members, Federal Authorities (USA, Canada, Mexico), and State/Province/local governments, to support more efficient corridor traffic management, and the efficient and safe flow of commerce within and throughout the corridor.
- (2) Demonstrate the benefits of vehicle / route management from third-party data sources to support and facilitate corridor wide advanced risk assessment and mitigation, and regional disaster preparation and response.

(3) Examine the economic costs of trade cooperation and compliance for secure trade versus enhancements in freight mobility and efficiency to identify a secure trade / supply chain cost ratio. Analysis would be based on freight measurements collected from the operational testing of NAFTRACS pilot prototypes.

Freight measurements that will be monitored under the project include but are not limited to:

- Efficiency and productivity – reduce the cost of doing business
- Reliability and service - better schedule adherence, speed, and operational flexibility translate into inventory management and customer service-related benefits.
- Mobility – reduce congestion, enhance mobility, and increase the effective capacity of transportation infrastructure
- Safety and accountability – reduce theft, pilferage
- Velocity – ability to move more freight in the same amount of time.

STATEMENT OF WORK

North America's SuperCorridor Coalition's (NASCO) primary mission is to (a) develop the world's first international, integrated, and secure multi-modal transportation system along the International Mid-Continent Trade and Transportation Corridor (I-35/29/94), and (b) improve both trade competitiveness and the quality of life in North America. One of the critical aspects of achieving this goal is the deployment and operation of an I-35/29/94 **trade corridor management system** that will:

- Identify situations that might impact the flow of commerce along the trade corridor
- Integrate data from State or Province-based ITS systems to provide corridor awareness for all corridor users
- Deploy a corridor command and control capability that will provide a Common Operating Picture and Total Domain Awareness of the trade corridor,
- Provide the basis for efficient and secure multi-modal transportation.

The work associated with this agreement will supports the development of prototype NASCO Trade Corridor Management System (TCMS), and measure its results to define and design what ultimately the NASCO Corridor management System should be. The STRAP 3 Transportation Program- renamed **North American Facilitation of Transportation, Trade, Reduced Congestion and Security** (NAFTRACS) pilot project, will specify / design / develop / test / measure / deploy:

- A Trade Corridor Management System and Associated Supply-Chain Data Warehouse
- A Trade Corridor Management System Vehicle Tracking / Route Management capability
- A Trade Corridor Common Operation Picture capability
- A Trade Corridor Situation Assessment / Command and Control capability
- A Trade Corridor Risk Management Tracking and Reporting capability

The pilot will also include use of the NASCO TCMS and existing supply chains to demonstrate, through simulated exercises, how it could support responses to a regional / national disaster.

NASCO SYSTEM OVERVIEW

The mission of the NASCO system is corridor wide shipment tracking from initial order, to container stuffing, throughout the supply chain process, through the port of entry, to point of delivery. Greater visibility of NASCO assets provides greater business value and increased security.

To fulfill this mission, the NASCO system must acquire input data from numerous sources, maintain the data, perform correlations and associations of the information through data fusion, and provide meaningful results to the users.

The NASCO prototype system will demonstrate the capability to receive and maintain the data provided to it, to associate data from different sources with each other, and to provide that data in response to valid queries.

The NASCO prototype will address two types of users with disparate goals. The first type will be concerned with how to coordinate and optimize cargo shipping for cost and time efficiency. The second type of user will be concerned with how to address cargo security by providing visibility into cargo shipment routes, identification of hazardous cargo, and identification of cargo of special interest or higher risk.

Both types of users will have interest in the tracking of cargo as it quarterly progresses through the corridor.

One significant advantage of the NASCO system is that all users will be able to use it for all of their cargo needs. Rather than having to deal with multiple systems for inventory, manifests, cargo shipping optimization, etc, users will be able to perform these functions through a single system.

In order to fulfill the mission and goals as mentioned above, the NASCO prototype system must have access to various types of data (either live, recorded or simulated). The primary data inputs to the NASCO prototype system will be the active-RFID Sensor network, the manifest data from the participating shippers, and their planned routes and schedules. If live data is not feasibly accessible, recorded or simulated data will be used. This data will be pulled into the NASCO Data Management Center to support the visualization of the data and data business analysis, and operations concept analysis. This NASCO Data Center will initially be instantiated at a LM facility and will be fully transitioned to a NASCO Corridor Location. The following task will be accomplished.

Plan for the NASCO Prototype

GOALS

The main goals of Year 1 are to create greater visibility of a subset of NASCO assets which provides greater business value and increased security. This will be accomplished by:

- Coordinating active-RFID instrumentation of up to 2000 in-bound containers (or other freight moving assets such as tankers)
- Installing RFID Readers at 9 initial locations
- Implementing an Interim Data Management Center
- Integrating and evaluating selected data sources
- Testing a selection of Secure Freight initiatives and goals
- Documenting the year 1 architecture and plan and a draft for future year expansions

TASK 1: Report on Linkages to Related Local/State and Federal ITS Projects:

As part of the NAFTRACS project the recipient will evaluate the institutional issues associated with achieving cooperation among public sector and private sector agencies, and document how they were overcome. The recipient will also develop a lessons learned report on the technical and institutional issues encountered in when integrating technology that is private-sector centric with public sector ITS components (e.g. State DOT traffic management systems). Where applicable the recipient shall coordinate the project with on-going related ITS freight efforts to include not limited to Kansas City Smart Port (see <http://www.kcsmartport.com/>) and the Electronic Freight Management Initiative (see <http://ops.fhwa.dot.gov/freight/intermodal/efmi/index.htm>). Where applicable the project shall also explore integration opportunities between NAFTRACS and Statewide projects like the 511 (see <http://www.deploy511.org/>) NASCO's member states (Texas, Oklahoma, Kansas, Iowa, Missouri, Minnesota and North Dakota).

TASK 2 – Site Selection and Technology Deployment - RFID Reader Installations

The active-RFID readers will be geographically located to aid the NASCO system in providing:

- Asset and freight visibility
- Congestion mitigation
- Velocity of trade
- Security and safety (includes shrinkage)
- Disaster planning and response.

The participating shippers will be consulted to identify those waypoints through which as much of the cargo containers as possible will pass. These locations will be given priority as RFID readers are added to the sensor network. In this manner, the prototype system will get as much “bang for the buck” as soon as possible, thus increasing the general usefulness and value of the

system to the shippers. By increasing the value to the shippers it is likely that additional shippers will be more willing to participate in the future.

For the prototype NASCO system, it is envisioned that RFID data will be received from approximately 9 initial locations, with multiple RFID readers used at each location. Currently, the locations identified for possible inclusion in the sensor network are:

- 1 Port of Manzanilla (Mexico)
- 2 Port of Lazaro Cardenes (Mexico)
- 3 Laredo border Crossing
- 4 Kansas City Site1
- 5 Kansas City Site2
- 6 Penbena, ND
- 7 Winnipeg
- 8 Ambassador bridge, Detroit and Windsor Ontario
- 9 Alliance Inland Port, Ft. Worth.

As cargo containers enabled with the NASCO prototype active-RFIDs pass within range of the prototype NASCO system RFID readers, the readers will collect their data. This data will be transmitted back to the NASCO Data Management Center.

TASK 3 – Establishment and Operation of a Data Management Center

An Interim Data Management Capability will be designed, implemented at a Lockheed Martin Facility, operated and maintained. Data from various sources (live, recorded, and simulated) will be collected via secure communications links as appropriate at this Center for collation, analysis, and querying.

Data Sources

The currently identified data sources that will be integrated into and evaluated as part of this phase are:

- NASCO system active-RFID reader-collected data
- NASCO Cargo Management System (CMS) commercial data, chain-of-custody data, and general cargo transaction information
- Relevant Cadre Corp Warehousing and Distribution data for at least one warehouse
- Shipper and carrier data from Priority Logistics
- Participating stakeholder data
- Submitted shipping route and schedules for NASCO prototype RFID-enabled containers
- Other sources as relevant and feasible (e.g., ACE including eManifest).

This data may be live, recorded or simulated depending upon feasibility. Regardless of its source, the data will be received, logged, and stored in a repository. User access to this data will

be based on the user's role in order to safeguard confidential/proprietary information. If authorized, the user will have the ability to update submitted shipping routes and schedules.

TASK 4 – Data Analysis

The collected data will be collated and analyzed to provide the capability to:

- Track a NASCO Prototype RFID-enabled container as it passes individual RFID readers and correlate it with relevant, available data (e.g., its route, schedule, contents, shipping instructions, and destination receipt).
- Issue a notification when a container's RFID has not been read at the scheduled RFID Reader location and time (if schedule was submitted)
- Issue a notification when a container's RFID has been read by a Prototype RFID Reader at an unscheduled location or time indicating a deviation from the submitted schedule.
- Special attention (TBD) can be given to shipments that have been identified as hazardous.
- Optimize freight brokerage cost to aid shippers to reduce their shipping cost.

User access to this analysis will be based on the user's role in order to safeguard confidential/proprietary data. This access will include query capability to authorized data and analysis.

A primary objective is to test certain Secure Freight initiatives and goals. For example: the interface and applicability of the data to the ACE, Advanced Targeting, and the ATDI initiatives; and the structure and management of independent 3rd party data aggregation.

Measurements of system performance and load will also be performed.

TASK 5 - Program Management

In support of and on behalf of NASCO, this program management task will perform program planning, program management, program implementation, and government contracts oversight. The Program Management and Status Reporting task will work in conjunction with NASCO to manage and promote the overall program and to provide status on the quarterly progress of the prototype.

TASK 6 - Program Planning

The Program Planning task will be the technical planning for the system development and will scope, plan, and sequence the multi-year effort, concentrating on Year1 activities with a draft for out years. This task will consult with both the customers and end users to prepare a corridor-wide deployment plan and to prioritize the system enhancements to best satisfy the users' needs in a cost-effective manner. The deliverable from this task is the System Specification Document (SSD).

TASK 7 - NAFTRACS System Development

This task is concerned with the various phases of system development for Year 1 goals and will include System Engineering, Software Development, Integration, and Subsystem Test. This task will also perform trade studies (make vs. buy; vendor vs. vendor) to recommend to NASCO the optimal components (based on capabilities and cost effectiveness) for key required functions within the architecture. The deliverables from this task are the System Requirements Document; System Design Document; and Interface Control Document concentrating on Year 1 as well as the year 1 system functional components.

TASK 8 - NAFTRACS Installations

This task provides the acquisition, implementation, system test (including system performance and load measurement), user training, and operation and maintenance of the hardware, software, and network for the Year 1 goals at the:

- Interim Data Management Center
- Year 1 RFID Reader Locations

This task also includes coordinating active-RFID instrumentation of up to 2000 in-bound containers (or other freight moving assets such as tankers).

The deliverables from this task are:

- An operable Interim Data Management Center
- RFID Sensor Network as specified for Year 1
- System Test Report
- User Training Materials (as needed)

TASK 9 – User Training

User Training will be provided in the most cost-effective manner. For example, it might be self-instruction or train-the-trainer depending upon number and skill level of users. No formal end-user “Help Desk” will be provided in Year 1. End-user support will be provided only an “as time and cost allows” basis.

Project Deliverables

NOTE: The deliverables will only be referenced in quarterly progress reports as appropriate. The recipient is not required to deliver the products to FHWA.

Year 1 Deliverables are specific to the Year 1 goals to enhance the NASCO system and include:

- System Specification Document (SSD)
- System Requirements Document
- System Design Document
- Interface Control Document
- Operable Interim Data Management Center
- RFID Sensor Network
- System Test Report
- User Training Materials (as required)

System Specification Document

The System Specification Document (SSD) will define:

- The system vision/goals/scope
- What types of data will be available to the system
- How users will access the system
- “User Roles” to prevent unauthorized users from accessing proprietary data

It will concentrate on year 1 with drafts for out years.

System Requirements Document

The System Requirements Document (SRD) will define the system requirements that will be used to design and develop the system for Year1 functionality.

System Design Document

The System Design Document (SDD) will define for Year 1 functionality:

- The system architecture
- Hardware/software architecture
- Data bandwidth estimates
- System load estimates

Interface Control Document

The Interface Control Document (ICD) will document the input and output interfaces for data communication including data types/formats/definitions for Year 1 functionality.

System Test Report

The System Test Report (STR) will document the results of the system tests for Year 1 functionality including system performance and load measurement.

User Training Materials

The User Training Materials will document, as needed, “how-to” user guidance for the Year 1 functionality. These training materials may be in the form of documents or in the form of online “Help” based on cost effectiveness.

Reporting Requirements

NOTE: See Section VI, Paragraph B. 1 for information on number of copies and addresses for submittal of deliverables and reports. See Section VI, Paragraph B.4, Deliverables, for Deliverable Due Dates.

Section 508

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

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

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

require text sufficient to reasonably describe that image and its purpose within the context of the report.

- b. Electronic documents with complex charts or data tables
When preparing tables that are heavily designed, prepare adequate alternate information so that assistive technologies can read them out. Identify row and column headers for data tables. Provide the information in a non-linear form. Markups shall be used to associate data cells and header cells for data tables that have two or more logical levels of row and column headers.
- c. Electronic documents with forms
When electronic forms are designed to be completed on-line, the form shall allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.

SECTION II – AWARD INFORMATION

A. OBLIGATED FUNDING

The total not-to-exceed amount of Federal funding that is provided under this grant agreement is \$1,809,247 for the entire period of performance. This agreement is fully funded.

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

B. COST SHARING OR MATCHING

The Recipient shall provide a matching contribution to the total cost of the grant agreement. Pursuant to TEA-21 Section 5208 (f), the Federal share of the \$1,066,747 in funds provided under Section 4 of Public Law 108-447, 118 Stat 3207 (2004) shall not exceed 50 percent of the project cost. Pursuant to Section 112 of Public Law 109-115, 119 Stat. 2407 (2005), the Federal share of \$742,500 in funds provided under this section shall be 100 percent. Accordingly, the total value of the required cost share is \$1,066,747.

The resource contribution requirements shall be monitored by FHWA over the life of this effort. At the conclusion of each Agreement, FHWA will determine whether the cost sharing percent matching requirement has been achieved. The recipient must ensure a clear audit trail of the matching share costs and in-kind services for each project over the life of the grant agreement.

Note: See Section IV for documentation necessary to support proposed cost-share.

C. NUMBER OF AWARDS ANTICIPATED

FHWA anticipates making one award resulting from this RFA.

D. PERIOD OF PERFORMANCE

The period of performance for this agreement will be 12 months commencing from the effective date of the agreement.

FHWA anticipates the effective date of this agreement will be May 31, 2007.

E. TYPE OF AWARD

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

F. DEGREE OF FEDERAL INVOLVEMENT

FHWA anticipates that Federal involvement in this project will be limited to:

- Technical assistance and guidance;
- Close monitoring during performance;
- Involvement in technical decisions; and;
- Participation in status meetings including kick off meeting.

SECTION III - ELIGIBILITY INFORMATION

A. ELIGIBLE APPLICANTS

This is a sole source requirement that is being awarded to North America's Supercorridor Coalition, Inc., (NASCO).

SECTION IV – APPLICATION AND SUBMISSION INFORMATION

A. APPLICATION FORMS

Note: The applicant's technical application dated August 31, 2006 has been reviewed by FHWA and deemed technically acceptable. Accordingly, no additional technical information is requested.

The applicant shall complete all forms included in the Application Package for this RFA as contained at www.grants.gov. The applicant shall submit the application on-line at www.grants.gov.

B. CONTENT AND FORM OF APPLICATION SUBMISSION

Submit your application in the following format.

The application package shall consist of the following:

- SF424
 - SF424A
 - SF424B
 - SFLLL
 - Grants.gov Lobbying Form
 - Attachment Form
- 1) Budget Application Detail* - no page limit

* Applicants may attach as many files as necessary to provide information requested below.

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

Part I - Budget Application

There is no page limit on budget applications.

1. **Detailed spreadsheets and supporting information clearly delineating which costs are covered by Federal Funds and which are proposed cost share and supporting all estimated costs for the 12-month period of performance.**
 - **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.**
 - **Provide detail and support for cost share as part of overall project budget. Clearly delineate cost share versus Federal share.**
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 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.

C. SUBMISSION DATES AND TIMES

Applications must be received electronically through www.Grants.gov by 4:15 pm EST on May 14, 2007.

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

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

D. FUNDING RESTRICTIONS

This award will not allow reimbursement of pre-award costs.

E. OTHER SUBMISSION REQUIREMENTS

FHWA uses www.Grants.gov for receipt of all application. Applicants must register with www.Grants.gov and use the system to submit applications electronically.

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

SECTION V – APPLICATION REVIEW INFORMATION

A. EVALUATION CRITERIA

Cost

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

B. REVIEW AND SELECTION PROCESS

The Government will accept the application if it is considered advantageous to the Government and is found acceptable under each of the evaluation criteria stated above.

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

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

C. ANTICIPATED ANNOUNCEMENT AND AWARD DATES

FHWA anticipates making an award on or about May 31, 2007.

D. AWARD NOTICES

Only the AO can commit the Government. The award document, signed by the AO, is the authorizing document. Notice that an organization has been selected as a Recipient does not constitute approval of the application as submitted. Before the actual award, FHWA will enter into negotiations concerning such items as program components, staffing and funding levels, and administrative systems. If the negotiations do not result in an acceptable submittal, the FHWA reserves the right to terminate the negotiation and decline to fund the applicant.

SECTION VI – AWARD ADMINISTRATION INFORMATION

A. ADMINISTRATIVE AND NATIONAL POLICY REQUIREMENTS

1. GOVERNING REGULATIONS

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

- “Uniform Administrative Requirements for Grants and Cooperative Agreements to with Institutions of Higher Education, Hospitals, and other Non-profit Organizations (49 CFR 19)”, [located at: <http://www.dot.gov/ost/m60/grant/49cfr19.htm>].
- 2 CFR Part 230 (OMB Circular A-122), “Cost Principles for Non-Profit Institutions” [located at <http://a257.g.akamaitech.net/7/257/2422/01jan20051800/edocket.access.gpo.gov/2005/05-16650.htm>]
- OMB Circular A-133, “Audits of States, Local Governments, and Non-Profits” [<http://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:* http://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 shall provide overall program management. Specifically, the Recipient shall be responsible for the following, as a minimum:

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

3. TRAVEL AND PER DIEM

Travel and per diem authorized under this grant agreement shall be reimbursed in accordance with the travel costs section of OMB Circular A-122. 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 grant 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 grant 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 grant agreement.

5. AGREEMENT OFFICER’S TECHNICAL REPRESENTATIVE (AOTR)

The AO has designated Crystal Jones of the FHWA Office of Freight Management Operations (HOFM), as AOTR to assist in monitoring the work under this agreement. The AOTR will oversee the technical administration of this agreement and act as

technical liaison with the performing organization. The AOTR is not authorized to change the scope of work or specifications as stated in the agreement, to make any commitments or otherwise obligate the Government or authorize any changes which affect the agreement funding, delivery schedule, period of performance or other terms or conditions.

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

6. INDIRECT COSTS

Indirect costs are allowable under this agreement as follows:

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

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 this agreement.

7. DATA RIGHTS

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

8. PAYMENT

The Recipient may request advances or reimbursement of costs incurred in the performance hereof as are allowable under the applicable cost provisions [see 49 CFR Part 19 and 2 CFR Part 225] not-to-exceed the funds currently available as stated herein. The Recipient shall submit an original and one copy of the SF 270, Request for Advance

or Reimbursement, no more frequently than monthly, to the AO address, and one additional copy to the AOTR address.

Advance Payments: The Recipient may be paid in advance, provided the Recipient maintains or demonstrates the willingness to maintain the following in accordance with 49 CFR Part 19: (1) written procedures that minimize the time elapsing between transfer of funds and disbursement by 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 of payment.

Payment for Reimbursement: When requesting reimbursement of costs incurred, the Recipient shall submit supporting cost detail with the SF 270 to clearly document costs incurred including the cost share portion. Cost detail includes a 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 advance or 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>.*

9. ACKNOWLEDGEMENT OF SUPPORT AND DISCLAIMER

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

"This material is based upon work supported by the Federal Highway Administration under Grant Agreement No. _____."

All materials must also contain the following:

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

10. SITE VISITS

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

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

11. TERMINATION AND SUSPENSION

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

12. BUDGET REVISION/REALLOCATION OF AMOUNTS

The Recipient is required to report deviations from budget and program plans, and request prior approval for budget and program plan revisions in accordance with CFR Part 19.

Note: The Recipient must obtain prior written approval from the AO 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.

13. FINANCIAL MANAGEMENT SYSTEM

By signing this agreement, the Recipient verifies that is has, or will implement, a financial management system adequate for monitoring the accumulation of costs and in compliance 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.

14. ALLOWABILITY OF COSTS

Allowability of costs shall be determined in accordance with 49 CFR Part 19.

15. CENTRAL CONTRACTOR REGISTRY (CCR)

The Recipient must be registered in the CCR in order to receive payments under this agreement. Use of the CCR is to provide 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. Information for registering in the CCR and online documents can be found at www.ccr.gov.

16. KEY PERSONNEL

The Recipient shall request prior written approval from the AO for any change in key personnel specified in the award.

(To Be Determined)

17. PROGRAM INCOME

Pursuant to 49 CFR Part 19, Program Income earned during the project period shall be retained by the Recipient and used to meet the cost sharing or matching requirement of the grant agreement. The amount of the Federal share remains the same regardless of program income earned.

Program Income earned during the project period which exceeds the amount used to meet the cost sharing or matching requirement shall 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. Such added funds shall be used for the purposes and under the conditions of the agreement.

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. DEBARMENT AND SUSPENSION REQUIREMENTS

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

20. DISPUTES

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

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

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

Upon written request to the FHWA Director, Office of Acquisition Management or designee 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.”

21. DRUG FREE WORKPLACE

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

B. REPORTING

1. ADDRESSES FOR SUBMITTAL OF REPORTS AND DOCUMENTS

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

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

U. S. Department of Transportation
Federal Highway Administration
Office of Acquisition Management
400 Seventh Street, SW, Room 4410
Washington, DC 20590

Attention: Katasha White, HAAM-40F

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

U. S. Department of Transportation
Federal Highway Administration
Office of Freight Management and Operations
400 Seventh Street, S.W., Rm. 6320
Washington, D.C. 20590

Attention: Crystal Jones, HOFM-1

2. QUARTERLY PROGRESS REPORT

The Recipient shall submit two copies and one electronic copy of the quarterly progress report to the AOTR and one copy to the Agreement Specialist on or before the 30th of the month following the calendar quarter being reported. The final progress report is due 90 calendar days after expiration of the award. Calendar quarters are:

- (1) January - March
- (2) April - June
- (3) July - September
- (4) October - December

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

- (a) A clear and complete account of the work performed each quarter to include all FHWA Deliverables.
- (b) An outline of the work to be accomplished during the next report period.
- (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 grant, 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 of the current and cumulative costs expended by quarter versus budgeted costs, including cost share.
- (f) SF269 or SF269A, 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 calendar year. The Annual Budget Review and Program Plan shall provide a detailed schedule of research activities, estimate of specific performance objectives, include forecasted expenditures, and schedule of milestones for the upcoming agreement year. If there are no proposed deviations from the Approved Project Budget, the Annual Budget Review shall contain a statement stating such. The Recipient will meet with FHWA to discuss the Annual Budget Review and Program Plan. Work proposed under the Annual Budget Review and Program Plan shall not commence until AO written approval is received.

4. DELIVERABLES

It is planned that the following documents will be created. All documents will have a draft delivered within 6 months agreement start date. Updates to these documents will be made as needed, and formal delivery will be made at the end of the year of the grant. Documentation and the delivery schedule for subsequent years will be determined as part of the Planning Task in the 1st year of the grant.

TASK 1: Report on Linkages to Related Local/State and Federal ITS Projects
FHWA Deliverable: The recipient will also develop a lessons learned report on the technical and institutional issues encountered when integrating technology that is private-sector centric with public sector ITS components (e.g. State DOT traffic management systems).
TASK 2 – Site Selection and Technology Deployment - RFID Reader Installations
FHWA Deliverable: As appropriate, recipient shall include information on installation of RFID technology in quarterly progress reports.

<p>TASK 3 – Establishment and Operation of a Data Management Center</p> <p>FHWA Deliverable: As appropriate, recipient shall include information on establishment and operation of a Data Management Center in quarterly progress reports.</p>
<p>TASK 4 – Data Analysis</p> <p>FHWA Deliverable: As appropriate, recipient shall include information on Data Analysis in quarterly progress reports.</p>
<p>TASK 5 - Program Management</p> <p>FHWA Deliverable: Quarterly Progress Report</p>
<p>TASK 6 - Program Planning</p> <p>FHWA Deliverable: As appropriate, recipient shall include information on System Specifications in quarterly progress reports.</p>
<p>TASK 7 - NAFTRACS System Development</p> <p>FHWA Deliverable: As appropriate, recipient shall include information on system design, functional requirements and data integration in quarterly progress reports.</p>
<p>TASK 8 - NAFTRACS Installations</p> <p>FHWA Deliverable: As appropriate, recipient shall include information on user training in quarterly progress reports.</p>
<p>TASK 9 – User Training</p> <p>FHWA Deliverable: As appropriate, recipient shall include information on user training in quarterly progress reports.</p>

SECTION VII - AGENCY CONTACT

Address any questions to:

Katasha White, Agreement Specialist
Federal Highway Administration
Office of Acquisition Management
400 Seventh Street SW, Room 4410
Washington, DC 20590
Email Katasha.White@dot.gov
Phone (202) 366-6622, Fax (202) 366-3705

Secondary point of contact is Carl Rodriguez at Carl.Rodriguez@fhwa.dot.gov; (202) 366-4240.