

ASSISTANCE AGREEMENT

1. Award No.
DTRT57-08-H-00001

2. Effective Date
5/1/2008

3. CFDA No.
N/A

4. Awarded To
Department of Transportation
Division of Research and Innovation
1227 O Street, MS-83
PO Box 942873
Sacramento, CA 94273-0001

5. Sponsoring Office
U.S. DOT/RITA/Volpe Center
Acquisition Division – RTV-6D1
55 Broadway
Cambridge, MA 02142

6. Period of Performance
Date of Award through 1/31/10

7. Total Amount
Federal Share: \$2,901,369
Cost Share: \$9,475,776
Total: \$12,377,145

8. Type of Agreement
Cooperative Agreement

9. Authority
49 USC §112(e); 23 U.S.C. § 502;
31 U.S.C. 6305

10. Procurement Request No.
5F-7021

11. Funds Obligated
\$895,068

12. Submit Payment Requests To
U.S. DOT/RITA/Volpe Center
Acquisition Division- RTV-6D1
55 Broadway
Cambridge, MA 02142

13. Payment Office
FAA Oklahoma City

14. Accounting and Appropriation Data
EV215 HW3MA1

15. Research Title and/or Description of Project

Safe and Efficient Travel through Innovation and Partnerships for the 21st Century
(SafeTrip-21)

California Department of Transportation
Division of Research and Innovation
(CALTRANS)

Volpe Center
Acquisition Division

16. Signature of Person Authorized to Sign

Lawrence H. Orcutt 4-29-08
Signature Date

Name: Lawrence H. Orcutt, Chief
Division of Research and Innovation

17. Signature of Agreement Officer

Orin D. Cook 7/30/08
Signature Date

Orin D. Cook
Agreement Officer (AO)

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Attachments:

California Department of Transportation, Division of Research and Innovation technical volume and cost volume proposal dated March 27, 2008.

SECTION I – AGREEMENT DESCRIPTION

A. STATEMENT OF PURPOSE

The U.S. Department of Transportation (US DOT), Research and Innovative Technology Administration (RITA), (herein referred to as the Government) hereby enters into this cooperative agreement with the California Department of Transportation (herein referred to as CALTRANS) (the Recipient) for Safe and Efficient Travel through Innovation and Partnerships for the 21st Century – (SafeTrip-21).

B. LEGISLATIVE AUTHORITY

23 U.S.C. §502 and §512 (note) (Sections 5201 and 5306 of the Safe, Accountable, Flexible, Efficient Transportation Act: A Legacy for Users (SAFETEA-LU), Public Law Number 109-59 (August 10, 2005) provide legislative authority to award cooperative agreements in support of this program.

49 U.S. C. 112 (e) authorizes the RITA Administrator to enter into cooperative agreements.

C. BACKGROUND

SafeTrip-21 expands and accelerates the Department Vehicle Infrastructure Integration (VII) initiative, and builds upon research into the use of sophisticated information, navigation, and communications technologies to further national transportation goals. SafeTrip-21 will help further the public understanding and acceptance and adoption of technologies designed to prevent motor vehicle crashes and alleviate congestion in both urban and/or rural settings by providing drivers of passenger cars, buses, and commercial motor vehicles with real-time safety and traffic advisories, transit, traveler information, and navigational tools designed to make their daily commutes, long distance travel, and delivery of goods safer and less stressful. SafeTrip-21 reflects a restructuring of the VII program strategy, and represents the first phase in an incremental approach to delivering evolutionary longer-term safety, mobility, environmental, and security benefits to the Nation. A Broad Agency Announcement (BAA) was issued on February 28, 2008 soliciting proposals that either: 1) include a field test site in combination with Intelligent Transportation Systems (ITS) applications or 2) ITS applications independent of a field test site. This cooperative agreement is for a field test site in combination with ITS applications.

D. OBJECTIVES

The objectives of the SafeTrip-21 BAA are: to assess the performance and impacts of a variety of advanced ITS technologies and applications so as to validate market readiness and deployment potential; to complement and leverage other Government activities such as the Urban Partnership Agreements, the Corridors of the Future Sites, and others; to leverage and enhance the functionality of existing systems and capabilities (i.e. 511, Highway Advisory radio, vehicle based collision warning technologies, existing traffic reporting services, etc.); and to develop a business plan for the continuing use and/or expansion of test bed capabilities. This cooperative agreement will offer a transportation network at a test site that will clearly allow for the testing and evaluation of a wide range of ITS applications and using historical and baseline data, will demonstrate measurable impacts and benefits. Transportation problems will be documented to indicate that the test site offers opportunities for significant benefit from the implementation of ITS technology in safety, congestion, mobility, mode shift to transit / ridesharing / biking / walking, commercial vehicle safety and/or operations efficiency, or e-payment services. Robust transportation monitoring capabilities and historical traffic and safety data sets will be shared with the Government to serve as a baseline for comparing system performance and benefits, before, during, and after the test evaluation to measure the impacts due to the addition of ITS applications. The participation in SafeTrip-21 at the ITS World Congress in New York City involving showcasing ITS applications associated with the test site through operational displays involving field site personnel and promoting widespread SafeTrip-21 awareness and interest among the public sector transportation officials and stakeholders will be accomplished. Site visits and demonstrations during the operations test will be performed, sustaining the test bed and applications beyond the test period will be performed, and routine operations and maintenance during the operational test will be provided.

E. STATEMENT OF WORK

Under this cooperative agreement, the Recipient shall provide field test sites and deployment-ready ITS applications that will lead to transformational changes and advances in transportation safety, mobility, efficiency, convenience, environmental stewardship, energy independence and security in the United States.

The Recipient's technical and cost proposal dated March 27, 2008 (Attachment A) is hereby incorporated as the "Statement of Work". (See Attachment A)

NOTE: The Government and the Recipient hereby acknowledge that, during the performance, the initial technical proposal (Attachment A) may require revision. In that event, the parties intend to execute bilateral amendments to this agreement, the content of which shall be mutually agreed upon.

Note: This cooperative agreement takes precedence over the Recipient's technical and cost proposal dated March 27, 2008. In event of a conflicting provision between the cooperative agreement and the Recipient's statement of work, the cooperative agreement will govern.

F. PUBLIC ACCESS TO DOCUMENTS

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

Accordingly, any deliverable reports for SafeTrip-21 prepared under this agreement and submitted in electronic format must meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. The act requires that all electronic products prepared for the Federal Government be accessible to persons with disabilities, including those with vision, hearing, cognitive, and mobility impairments. View Section 508 of the Rehabilitation Act (<http://www.access-board.gov/508/508standards.htm> - PART 1194) and the Federal IT Accessibility Initiative Home Page (<http://section508.gov>) for detailed information. The following paragraphs summarize the

requirements for preparing Government reports in conformance with Section 508 for eventual posting by Government to a Government-sponsored website.

NOTE: Quarterly Progress Reports and financial reports are not considered final deliverables and therefore the Section 508 requirements do not apply.

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 are 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 may be provided under this cooperative agreement is \$2,901,369 for the entire period of performance, subject to the limitations shown below:

- (1) Currently, Federal funds in the amount of \$895,068 are obligated to this agreement.
- (2) The Federal share of the agreement will be incrementally funded, with subsequent funding aligned with quarterly or longer work plans as approved by the Agreement Officer's Technical Representative (AOTR) within the overall context and scope of 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 in any subsequent amendments.

B. COST SHARING OR IN KIND CONTRIBUTIONS

| | |
|---|--------------|
| Total amount provided by the Government | \$2,901,369 |
| Cost sharing and in-kind contributions | \$9,475,776 |
| Total project investment | \$12,377,145 |

Cost sharing and in-kind contributions are a basis of award and shall be monitored by the Government over the life of this effort. Cost sharing and in-kind contributions may vary due to a variety of circumstances over the course of the effort, including but not limited to amendments to this agreement. The Recipient and any sub recipient will work with the Government to document the delivery of in-kind contributions over the life of the cooperative agreement. At the conclusion of the Agreement, the Government will determine the extent to which the proposed contributions, as evidenced by deliverables and associated valuation presented in the cost proposal and any amendments to this agreement, have been achieved and documented in the project record. (See A.I. Governing Regulations)

Note: Subrecipient means the legal entity to which a sub award is made and which is accountable to the recipient for the use of the funds provided. (See 49 CFR section 19.2 definitions)

NOTE: Commencing from the effective date of the agreement as stated on Page 1, Block 2, and the Recipient is authorized to incur allowable costs to be covered by the non-Federally funded portion of this agreement (i.e., the cost share portion).

C. PERIOD OF PERFORMANCE

The period of performance for this agreement will be from effective date of this agreement through January 31, 2010.

D. DEGREE OF FEDERAL INVOLVEMENT

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

- Coordination with Recipient on the program development;
- Technical assistance and guidance;
- Close monitoring during performance;
- Involvement in technical decisions;
- Conduct of an independent evaluation of the project which will include collection of data from the Recipient; and
- Participation in status meetings including kick off meeting and annual budget reviews.

SECTION III – AWARD ADMINISTRATION INFORMATION

A. ADMINISTRATIVE AND NATIONAL POLICY REQUIREMENTS

1. GOVERNING REGULATIONS

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

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

Note: Subrecipient means the legal entity to which a sub award is made and which is accountable to the recipient for the use of the funds provided. (See 49CFR section 19.2 definitions)

- “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (49 CFR 18)”, [located at: <http://www.dot.gov/ost/m60/grant/49cfr18.htm>];
- OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments [located at http://www.whitehouse.gov/omb/circulars/a087/a87_2004.html]
- 2 CFR Part 230 (OMB Circular A-122), “Cost Principles for Non-Profit Institutions” [located at: <http://www.whitehouse.gov/omb/circulars/index.html>];
- OMB Circular A-133, “Audits of States, Local Governments, and Non-Profits” [located at: <http://www.whitehouse.gov/omb/circulars/index.html>];
- 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, Statement of Work (SOW)t Description;
- Coordinating and managing work, including issuing and managing subcontracts/sub awards and consulting arrangements, as necessary;
- Submitting all required reports including Quarterly Progress Reports and Annual Budget Reviews. (See Paragraph B of this Section, entitled Reporting.);
- Meetings with the 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 as necessary;
- Providing suitable group transportation for official field test site demonstrations and reviews by Government officials and other designated groups. The number and nature of test site visits will be coordinated between the recipient and the AO and/or AOTR, and is estimated to be 10 or fewer group visits.

3. TRAVEL AND PER DIEM

Travel and per diem authorized under this cooperative agreement shall be reimbursed pursuant to the requirements of the relevant cost principles (i.e. OMB Circular A-87, 2 CFR Part 230, 2 CFR Part 220, etc.). Per the relevant cost principles, 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 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. All out of state travel will be detailed in a work plan as approved by the AOTR within the overall context and scope of this agreement.

4. AMENDMENTS

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

5. AGREEMENT OFFICER'S TECHNICAL REPRESENTATIVE (AOTR)

The AO has designated Gary Ritter, RTV-3C, Service and Operation Planning Division 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 AO shall authorize any such revision in writing.

6. 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 Government 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 the Government Center 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 business days after providing written notice to the other party, the aggrieved party may, in writing, request a decision from the AO. 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 AO 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 AO is final and binding unless a party shall, within thirty calendar days, request further review as provided below.

Upon written request to the Volpe Center Chief of Contracting Officer (COCO) Acquisition Division or designee within thirty calendar days after the AO'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 COCO. Following the review, the COCO 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.

7. INDIRECT COSTS

In compliance with OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, indirect costs under this agreement are allowable in accordance with the Recipients cost volume dated March 27, 2008 submitted in response to BAA DTRT57-08-R-20021.

In the event the Recipient determines the need to adjust the listed rates, the Recipient shall notify the AO 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 AO.

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 these do not exceed the total obligated funding. Grantees and sub grantees are responsible for obtaining audits in accordance with the Single Audit Act Amendments of 1997 (31 U.S. C. 7501-5707) and revised OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." The audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits.

8. DATA RIGHTS

Data rights under this agreement shall comply with 49 CFR Part 18. Pursuant to 49 CFR Part 18.34, "The Federal awarding agency reserves a royalty free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) The copyright in any work developed under a grant, sub grant, or contract under a grant or sub grant; and (b) Any rights of copyright to which a grantee, sub grantee or a contractor purchases ownership with grant support."

9. PAYMENT

Recipients will be paid in advance, provided they maintain or demonstrate the willingness to maintain the following in accordance with 49 CFR Part 18: (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.

The Recipient may request advances or reimbursement of costs incurred in the performance hereof as are allowable under the applicable cost provisions [see 49 CFR Part 18] not-to-exceed the funds currently available as stated in this cooperative agreement. The Recipient may submit an original and two copies of the SF 270, Request for Advance or Reimbursement, no more frequently than monthly.

Requests for Advances must be requested using the SF 270. Quarterly reports under the agreement must document in detail all costs incurred under the agreement if advance payment is employed. All Requests for Reimbursement must be supported by detailed cost breakout, in addition to the SF 270, that documents costs incurred.

The AO reserves the right to withhold processing requests for advances or reimbursement until sufficient detail is received. In addition, advances and reimbursement will not be made without AOTR review and approval to ensure that progress on the Agreement is sufficient to substantiate payment. After AOTR recommends approval, the AO notifies the recipient that the invoice may be submitted to the payment office.

The invoicing and payment office for all contract actions issued by the DOT/RITA/Volpe Center is located at the Enterprise Services Center (ESC), Office of Financial Operations, Federal Aviation Administration (FAA) in Oklahoma City, Oklahoma.

After review and approval by the Volpe Center AO/AOTR, the Recipient must submit all invoices, including supporting documentation, **electronically** (e.g., PDF format) to the ESC at FAA in Oklahoma City by **e-mail** at the following address: volpeinvoices@faa.gov (all lower case). A cover email must accompany each invoice and provide the applicable information in the fields listed below.

Invoice Date:
Supplier Name:
Invoice Amount:
Invoice Number:
Contract No./Purchase Order No.:
Task:
Modification No.:
Terms/Discount:
Performance Period:
Notes:

10. ACKNOWLEDGEMENT OF SUPPORT AND DISCLAIMER

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

"This material is based upon work supported by the U.S. Department of Transportation under cooperative agreement No. DTRT57-08-H-00001"

All materials must also contain the following:

"Any opinions, findings, and conclusions or recommendations expressed in this publication are those of the Author(s) and do not necessarily reflect the view of the U.S. Department of Transportation."

11. SITE VISITS

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

12. TERMINATION AND SUSPENSION

The Volpe Center may terminate or suspend this agreement, in whole or in part, at any time prior to its expiration date in accordance with 49 C.F.R. Part 18. The Recipient may appeal a decision by the Volpe Center, to terminate or suspend this agreement, in writing to the next level above the AO within 30 days after receipt of the decision letter.

13. BUDGET REVISION/REALLOCATION OF AMOUNTS

The Recipient is required to report deviations from budget and program plans, and request prior approval for budget and program plan revisions in accordance with 49 CFR Part 18.

14. FINANCIAL MANAGEMENT SYSTEM

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

15. ALLOWABILITY OF COSTS

Determination of allowable costs will be made in accordance with the applicable Federal cost principles, e.g., State and local governments - OMB Circular A-87; Non-Profit Organizations- 2 CFR Part 230; Educational Institutions- 2 CFR Part 220; Industry – Federal Acquisition Regulations (FAR) Parts 30 and 31. Disallowed costs are those charges to an agreement that the awarding agency or its representative determines to not be allowed in accordance with the applicable Federal Cost Principles of other conditions contained in the agreement.

All outreach and communication must be approved by the AO or designee prior to incurring any expenses. Any and all outreach and communication is subject to statutory budget constraints.

16. 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.

17. KEY PERSONNEL

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

Greg Larson, P.E., Chief Office of Traffic Operations Research, Division of Research and Innovation,
California Department of Transportation

18. PROGRAM INCOME

If any program income is earned during the project period it 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, unless otherwise approved by the AO.

19. TEAM PARTNERS

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

NOTE: Team partners included in the Caltrans proposal dated March 27, 2008 in response to BAA solicitation number DTRT57-08-R-2001 are approved. Approved team partners are:

Team Lead : CALTRANS

Team Partners: Metropolitan Transportation Commission
California Center for Innovative Transportation
University of California Partners for Advanced Transit and
Highways
Nokia
NAVTEQ
Nissan
Santa Clara Valley Transportation Authority

In the event that an approved team partner notifies Caltrans that it will no longer participate in SafeTrip-21, Caltrans shall use its best efforts to obtain a replacement team partner to succeed that approved team partner, subject to the approval of the AO. Caltrans shall submit, in writing, to the AO the proposed replacement team partner, if any, as soon as practicable. Upon receipt of the submission, the AO shall within ten (10) business days approve or disapprove the replacement team partner. The AO will not withhold approval without a reasonable basis.

In the event Caltrans cannot obtain a replacement team partner, or the AO does not approve the replacement team partner, Caltrans within twenty (20) business days of either event, shall submit, in writing, to the AO, a proposal to reduce the scope of work (including deliverables and cost share, if any) under this cooperative agreement. Any change in or reduction to the scope of the work (including deliverables and cost share, if any) shall be reduced to writing to amend this cooperative agreement in accordance with paragraph 4 of this cooperative agreement.

If the Federal Government, represented by the AO and Caltrans cannot reach agreement on the reduction under this cooperative agreement, the dispute shall be resolved in accordance with paragraph 6 of this cooperative agreement. Each party, in good faith, shall continue its efforts on the portion of the cooperative agreement not affected by the proposed scope reduction.

20. 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 sub awards by including 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>).

21. DRUG FREE WORKPLACE

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

22. APPLICATIONS – INCLUDED/NOT INCLUDED

In accordance with BAA DTRT57-08-R-20021; the recipient must be able to accommodate other SafeTrip-21 applications. The recipient is required to make a good faith effort to negotiate other applications not included in its proposal. The recipient is also required to make a good faith effort to negotiate any modifications of applications that are included in its proposals if the Government determines that they do not meet the objectives or requirements of SafeTrip-21.

23. EXHIBITS/CONFERENCES

In support of the SafeTrip-21 goals and objectives, the recipient may be required to attend and participate in exhibits, conferences, professional meetings, shows, etc., e.g., Consumer Electronic Show in January 2009, Transportation Research Board. The recipient is required to make a good faith effort to negotiate this requirement.

24. PATENTS

Rights to inventions made under this Cooperative Agreement shall be determined in accordance with 37 CFR, Part 401. The standard patent rights clause at 37 CFR, Section 401.14 as modified below, is hereby incorporated by reference.

a. Paragraph (1) of this clause, entitled "Communications" shall be read as follows: (1) Communications. All notification required by this clause shall be submitted to the Volpe Center AO.

b. In accordance with 37 CFR 401.5 (c) replace "contractor" with the term "Recipient".

B. REPORTING

1. ADDRESSES FOR SUBMITTAL OF REPORTS AND DOCUMENTS

The Recipient shall submit all required reports (including quarterly progress reports), deliverables and documents, under transmittal letter referencing the cooperative agreement number, as follows:

Submit one electronic copy (by email or other electronic format) and one hard copy to the AO at the following address:

US DOT/RITA/Volpe Center
Acquisition Division
55 Broadway
Cambridge, MA
Attention: Orin D. Cook, RTV-6D1

Email: cook@volpe.dot.gov

Submit one electronic copy (by email or other electronic format) and two hard copies to the AOTR at the following address:

US DOT/RITA/Volpe Center
Service and Operations Planning Division
55 Broadway
Cambridge, MA 02142
Attention: Gary T. Ritter, RTV-3C

Email: ritter@volpe.dot.gov

Calendar Quarters are as follows unless otherwise agreed upon by the parties:

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

2.. QUARTERLY PROGRESS REPORT

The Recipient shall submit a quarterly progress report to the AOTR and the AO, as specified above, on or before the 30th of the month following the quarter being reported. Final progress reports are due 90 calendar days after expiration of the award. In addition to the quarterly progress reports, a bi-monthly telephone conference call (telecon) is required, and the Recipient and all principal project partners must participate. The AOTR and/or the AO will set the date and time for the bi-monthly telecon. The purpose of these telecons will be to discuss various technical and/or contractual issues faced by the project.

Similarly, the Recipient and its project partners may request telecons to the AOTR in addition to the bi-monthly telecon, should a situation call for it. The AOTR will approve the requested telecon. The recipient or its designated appointee will capture the minutes of the teleconferences. The recipient will distribute the minutes of the teleconferences to the interested parties after a careful review of the minutes. The interested parties to which the minutes will be distributed will be the parties attending the teleconferences and other parties as pointed out by the AOTR.

NOTE: Due to the time needed to adequately capture subcontractor expenditure information, the financial expenditure information required in paragraph (d) below may not be available by the 30th of the month being reported. Accordingly, the Government will accept progress reports in which the technical information reports on the quarter immediately ended, but the financial information reports on the quarter preceding the quarter immediately ended. The Recipient shall clearly document in the quarterly progress report the period to which the financial information applies. The above quarterly reports and bi-monthly telephone conferences are to be performed within the limits of the total not-to-exceed amount of Federal funding that may be provided under this cooperative agreement.

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 under this agreement;
- (b) An outline of the work to be accomplished during the next report period under this agreement;
- (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 tabulation by cost element (direct labor, travel, equipment, subcontractors, etc.) of the current and cumulative costs expended by month versus budgeted costs. A tabulation of the current and cumulative cost share satisfied by quarter versus budgeted. A comparison of cumulative Federal funds expended versus Federal funds obligated to the agreement (list amounts and percentage expended);
- (e) SF269 or SF269A, Financial Status Report;
- (f) If advance payments are used, SF272, Report of Federal Cash Transactions.

3. DELIVERABLES

The Recipient shall submit deliverables to the AOTR and the AO.

Required deliverables are as contained in the Recipient's technical proposal. (Attachment A.).

Additional deliverables may be added based on mutual agreement of the parties.