

**UNITED STATES OF AMERICA
U.S. DEPARTMENT OF TRANSPORTATION
MARITIME ADMINISTRATION
WASHINGTON, DC 20590**

**GRANT AGREEMENT UNDER THE
CONSOLIDATED APPROPRIATIONS ACT, 2020
(PUB. L. 116-94, December 20, 2019)
FOR THE SHORT SEA TRANSPORTATION PROGRAM
(FY 2020 AMERICA’S MARINE HIGHWAY
GRANTS)**

[INSERT RECIPIENT NAME]

[INSERT PROJECT NAME]

MARAD FY 2020 America’s Marine Highway Grant No. [#]

[INSERT ACCOUNTING CODE] – [INSERT AWARD AMOUNT]

This America’s Marine Highway Grant Agreement (“Agreement”) is entered into between the United States of America, represented by the U.S. Department of Transportation Maritime Administration (“MARAD”), and **[INSERT FULL NAME OF GRANT APPLICANT]** (“Recipient”). It reflects the selection of the Recipient for an award under the provisions of the Consolidated Appropriations Act, 2020 (Pub. L. 116-94, December 20, 2019), regarding the Short Sea Transportation Program (America’s Marine Highways) as described in the Notice of Funding Opportunity for America’s Marine Highway Projects, 85 FR 20018 (April 9, 2020) (the “NOFO”). In this Agreement, “America’s Marine Highway Grant” means an award under those provisions.

ARTICLE 1. AWARD TERMS AND CONDITIONS

- 1.1 **Operating Administration.** The Maritime Administration (“MARAD”) will administer this Agreement.
- 1.2 **Application.**
 - (a) The application for funding was dated **[insert application date – if not expressly dated, use the date received as recorded in box 3 of the SF-424]** and titled “**[Insert Full Title of the Submitted Application]**.” It contained Standard Form 424 and all information and attachments submitted with that form through Grants.gov.
 - (b) The Recipient states that:
 - (1) all material statements of fact in the Technical Application were accurate when that application was submitted; and
 - (2) Attachment D documents all known material changes in the information contained in the Technical Application.

(c) The Recipient acknowledges that:

- (1) MARAD relied on statements of fact in the Technical Application to select the Project to receive this award;
- (2) MARAD relied on statements of fact in both the Technical Application and this Agreement to determine that the Recipient and the Project are eligible under the terms of the NOFO; and
- (3) MARAD's selection of the Project to receive this award prevented awards under the NOFO to other eligible applicants.

1.3 **Purpose.** The purpose of this award is to advance projects related to documented vessels and port and landside infrastructure. The parties will accomplish that purpose by achieving the following objectives:

- (1) timely completing the Project; and
- (2) ensuring that this award does not substitute for non-Federal investment in the Project, except as proposed in the application identified in Section 1.2, as modified by Section 2.3 and Attachment B.

In this Agreement, the "Project" means the project proposed in the application identified in Section 1.2, as modified by the negotiated provisions of this Agreement, including Sections 2.1, 2.2, and 2.3 and the attachments referenced in Section 1.13.

1.4 **Statements on Capacity.** The Recipient states that:

- (1) it has the legal authority to complete the Project;
- (2) not less than the difference between the "Total Project Cost" and the "America's Marine Highway Grant Amount" listed in Section 2.3 are committed to fund the Project; and
- (3) it has sufficient funds available to ensure that infrastructure or equipment completed, procured, or improved under this Agreement will be operated and maintained in compliance with this Agreement and applicable Federal law.

1.5 **Project Delivery.**

- (a) The Recipient shall complete the Project under the terms of this Agreement.
- (b) The Recipient shall ensure that the Project is financed, constructed, operated, and maintained in accordance with all Federal laws, regulations, and policies that are applicable to MARAD projects.

1.6 **Rights and Powers Affecting the Project.**

- (a) The Recipient shall not take or permit any action that deprives it of any rights or powers necessary to the Recipient's performance under this Agreement without written approval of MARAD.

(b) The Recipient shall act, in a manner acceptable to MARAD, to promptly acquire, extinguish, or modify any outstanding rights or claims of right of others that would interfere with the Recipient's performance under this Agreement.

1.7 **Federal Award Amount.** MARAD hereby awards an FY 2020 America's Marine Highway Grant in the amount of **\$XXX** for the budget period. MARAD shall not provide funding greater than this amount under this Agreement. The Recipient acknowledges that MARAD is not liable for payments that exceed this amount.

1.8 **Budget Period.**

(a) The budget period for this award begins on the date of this Agreement and ends on the Budget Period End Date that is listed in Section 1.10.

(b) The Recipient shall not charge to this award costs that are incurred after the Budget Period End Date.

1.9 **Period of Performance.** The period of performance for this award begins on the date of this Agreement and ends on the Period of Performance End Date that is listed in Section 1.10.

1.10 **Award Dates.**

Budget Period End Date: [insert date]

Period of Performance End Date: [insert date]

Estimated Closeout Date: [insert date]

1.11 **Fund Obligation.** This Agreement obligates the total amount of funds stated in Section 1.7.

1.12 **Federal Award Identification Number.** MARAD identifies this award with the following federal award identification number:

[INSERT FAIN USED FOR DATA ACT REPORTING]

1.13 **Attachments.** This Agreement includes the following attachments as integral parts:

- | | |
|--------------|-----------------------------------|
| Attachment A | Statement of Work |
| Attachment B | Estimated Project Budget |
| Attachment C | Performance Measurement Table |
| Attachment D | Material Changes from Application |

ARTICLE 2. SUMMARY PROJECT AND RECIPIENT INFORMATION

2.1 **Summary of Project's Statement of Work.** (See Attachment A for additional details).

[MARAD will fill this in]

2.2 Summary of Project’s Estimated Schedule.

Milestone	Schedule Date
Actual Completion of NEPA:	[insert date]
Planned Plan, Specification, & Estimate (PS&E) Approval Date:	[insert date]
Planned Construction Start Date:	[insert date]
Planned Construction Substantial Completion Date:	[insert date]
Planned Purchase of Equipment Start Date:	[insert date]
Planned Purchase of Equipment Substantial Completion Date:	[insert date]

2.3 Summary of Project’s Estimated Budget. (See Attachment B for additional details).

[A detailed project budget showing costs for all phases and elements of work will be provided in Attachment B].

Eligible Project Costs	
America’s Marine Highway Grant Amount:	[\$XXX]
Other Federal Funds:	[\$XXX]
State Funds:	[\$XXX]
Local Funds:	[\$XXX]
Other Funds:	[\$XXX]
Total Eligible Project Cost:	[\$XXX]

2.4 Recipient Cost Share Certification.

The Recipient hereby certifies that not less than \$XXX in non-Federal funds are committed to fund the Project to satisfy the statutory requirement that at least 20% of the Project’s costs are funded by non-Federal sources.

2.5 Recipient’s and any Sub-recipient’s Unique Entity Identifiers.

Dun and Bradstreet Data Universal Numbering System No. (the “*DUNS No.*”) of the Recipient: _____

Name of any First-Tier Sub-recipients (if applicable – to be reported if/when identified. If not applicable please note is N/A): _____

DUNS No. of First-Tier Sub-recipient (if applicable – to be reported if/when identified): _____

2.6 Recipient Contacts.

Recipient Official Designated as Official Contact (may list more than one contact especially where another agency or department, in addition to Recipient, is assisting in meeting grant requirements):

Name

Title

Agency

Mailing Address

Phone Number

Email Address

2.7 Critical Milestone Deadlines

Milestone	Deadline Date
Begin [Insert activity]	[insert date]
MARAD receives first reimbursement request	[insert date]
Construction/Equipment Purchase substantially completed	[insert date]

ARTICLE 3. GENERAL REPORTING TERMS

- 3.1 **Report Submission.** The Recipient shall send all reports required by this Agreement to all of the MARAD contacts who are listed in Section 9.1.
- 3.2 **Alternative Reporting Methods.** MARAD may establish processes for the Recipient to submit reports required by this Agreement, including electronic submission processes. If the Recipient is notified of those processes in writing, the Recipient shall use the processes required by MARAD.
- 3.3 **Reporting as History of Performance.** Under 2 C.F.R 200.205, any Federal awarding agency may consider the Recipient’s timely submission of the reports that this Agreement requires, or the Recipient’s failure to timely submit those reports, when evaluating the risks of making a future Federal financial assistance award to the Recipient.
- 3.4 **Paperwork Reduction Act Notice.** Under 5 C.F.R. 1320.6, the Recipient is not required to respond to a collection of information that does not display a currently valid control number issued by the Office of Management and Budget (*the “OMB”*). Collections of

information conducted under this Agreement are approved under OMB Control No. 2133-0541.

ARTICLE 4. PROGRESS AND FINANCIAL REPORTING

- 4.1 **Quarterly Project Progress Reports and Recertifications.** On or before the 20th day of the first month of each calendar year quarter and until the Budget Period End Date that is listed in Section 1.10, the Recipient shall submit to MARAD a Quarterly Project Progress Report and Recertification with the form and content described in Exhibit H. If the date of this Agreement is in the final month of a calendar year quarter, then the Recipient shall submit the first Quarterly Project Progress Report in the second calendar year quarter that begins after the date of this Agreement.
- 4.2 **Final Progress Reports and Financial Information.** No later than 90 days after the Budget Period End Date that is listed in Section 1.10, the Recipient shall submit:
- (1) a Final Project Progress Report and Recertification in the format and with the content described in Exhibit H for each Quarterly Project Progress Report and Recertification, including a final Federal Financial Report (SF-425); and
 - (2) any other information required under MARAD's award closeout procedures.

ARTICLE 5. PERFORMANCE REPORTING

- 5.1 **Performance Measure Data Collection.** The Recipient shall collect the data necessary to report on each performance measure that is identified in the Performance Measurement Table in Attachment C.
- 5.2 **Pre-project Performance Measurement Report.** The Recipient shall submit to MARAD, on or before the Pre-project Report Date that is stated in Attachment C, a Pre-project Performance Measurement Report that contains:
- (1) baseline data for each performance measure that is identified in the Performance Measurement Table in Attachment C, accurate as of the Pre-project Measurement Date that is stated in Attachment C; and
 - (2) a detailed description of the data sources, assumptions, variability, and estimated levels of precision for each measure.
- 5.3 **Post-Project Performance Measurement Reports.** After Project completion, the Recipient shall submit to MARAD on or before each of the periodic reporting dates specified in the Performance Measurement Table in Attachment C, an Interim Performance Measurement Report containing data for each performance measure that is identified in that table, accurate as of the final date of the measurement period specified in that table. If an external factor significantly affects the value of a performance measure during a measurement period, then in the Interim Performance Measurement Report the Recipient shall identify that external factor and discuss its influence on the performance measure.

- 5.4 **Project Outcomes Report.** The Recipient shall submit to MARAD, on or before the Project Outcomes Report Date that is stated in Attachment C, a Project Outcomes Report that contains:
- (1) a narrative discussion detailing project successes and the influence of external factors on project expectations;
 - (2) data for each performance measure that is identified in the Performance Measurement Table in Attachment C, accurate as of the Project Outcomes Measurement Date that is stated in Attachment C; and
 - (3) an *ex post* examination of project effectiveness relative to the baseline data that the Recipient reported in the Pre-project Performance Measurement Report.

ARTICLE 6. AGREEMENT MODIFICATIONS

- 6.1 **Bilateral Modifications.** The parties may amend, modify, or supplement this Agreement by mutual agreement in writing signed by MARAD and the Recipient. Either party may request to amend, modify, or supplement this Agreement by written notice to the other party.
- 6.2 **Limited Unilateral Modifications.**
- (a) The Recipient may update the contacts who are listed in Section 2.6 (Recipient Contacts) by written notice to all of the MARAD contacts who are listed in Section 9.1.
 - (b) MARAD may update the contacts who are listed in Section 9.1 (MARAD Contacts) by written notice to all of the Recipient Contacts who are listed in Section 2.6.
- 6.3 **Other Modifications.** The parties shall not amend, modify, or supplement this Agreement except as permitted under Section 6.1 or Section 6.2. If an amendment, modification, or supplement is not permitted under Section 6.1 and not permitted under Section 6.2, it is void.

ARTICLE 7. STATEMENT OF WORK, SCHEDULE, AND BUDGET CHANGES

- 7.1 **Notification Requirement.** The Recipient shall notify all MARAD representatives who are identified in Section 9.1 in writing within 30 calendar days of any change in circumstances or commitments that adversely affect the Recipient's plan to complete the Project. In that notification, the Recipient shall describe the change and what actions the Recipient has taken or plans to take to ensure completion of the Project. This notification requirement under this Section 7.1 is separate from any requirements under this Article 7 that the Recipient request modification of this Agreement.
- 7.2 **Statement of Work Changes.** If the Project's activities differ from the statement of work that is described in Section 2.1 and Attachment A, then the Recipient shall request a modification of this Agreement to update Section 2.1 and Attachment A.
- 7.3 **Schedule Changes.** If the Project's substantial completion date changes to a date that is more than six months after the substantial completion date listed in Section 2.2, a schedule change would require the budget period to continue after the Budget Period End Date listed

in Section 1.10, or a schedule change would require the period of performance to continue after the Period of Performance End Date listed in Section 1.10, then the Recipient shall request a modification of this Agreement to update the relevant dates. For other schedule changes, the Recipient shall request a modification of this Agreement unless MARAD has consented, in writing consistent with its requirements, to the change.

7.4 **Budget Changes.**

- (a) The Recipient acknowledges that if the cost of completing the Project increases:
 - (1) that increase does not affect the Recipient's obligation under this Agreement to complete the Project; and
 - (2) MARAD will not increase the amount of this award to address any funding shortfall.
- (b) If, in comparing the Project's budget to the amounts listed in Section 2.3, the "Other Federal Funds" amount increases or one or more of the "State Funds," "Local Funds," "Private Funds," "Other Funds," or "Total Project Cost" amounts decrease, then the Recipient shall request a modification of this Agreement to update Section 2.3 and Attachment B. For other budget changes, the Recipient shall request a modification of this Agreement to update Attachment B unless MARAD has consented, in writing consistent with its requirements, to the change.
- (c) If the actual eligible project costs are less than the "Total Project Cost" that is listed in Section 2.3, then the Recipient may propose to MARAD, in writing consistent with MARAD's requirements, specific additional activities that are within the scope of this award, as defined in Sections 1.3 and 2.1, and that the Recipient could complete with the difference between the "Total Project Cost" that is listed in Section 2.3 and the actual eligible project costs.
- (d) If the actual eligible project costs are less than the "Total Project Cost" that is listed in Section 2.3 and either the Recipient does not make a proposal under Section 7.4(c) or MARAD does not accept the Recipient's proposal under Section 7.4(c), then:
 - (1) in a request under Section 7.4(b), the Recipient shall reduce the Federal Share by the difference between the "Total Project Cost" that is listed in Section 2.3 and the actual eligible project costs; and
 - (2) if that modification reduces this award and MARAD had reimbursed costs exceeding the revised award, the Recipient shall refund to MARAD the difference between the reimbursed costs and the revised award.

In this Agreement, "**Federal Share**" means the sum of the "America's Marine Highway Grant Amount" and the "Other Federal Funds (if any)" amounts that are listed in Section 2.3.

- (e) The Recipient acknowledges that amounts that are required to be refunded under Section 7.4(d)(2) constitute a debt to the Federal Government that MARAD may collect under 2 C.F.R. 200.345 and the Federal Claims Collection Standards (31 C.F.R. parts 900-999).

7.5 **MARAD Acceptance of Changes.** MARAD may accept or reject modifications requested under this Article 7, and in doing so may elect to consider only the interests of the America’s Marine Highway Grant program and MARAD. The Recipient acknowledges that requesting a modification under this Article 7 does not amend, modify, or supplement this Agreement unless MARAD accepts that modification request and the parties modify this Agreement under Section 6.1.

ARTICLE 8. TERMINATION AND EXPIRATION

8.1 MARAD Termination.

(a) MARAD may terminate this Agreement and all of its obligations under this Agreement if any of the following occurs:

(1) The Recipient fails to obtain or provide any non-America’s Marine Highway Grant contribution or alternatives approved by MARAD as provided in this Agreement and consistent with Sections 2.2 and 2.3;

(2) The Recipient fails to meet a Critical Milestone listed in Section 2.7 by the deadline date listed in that Section for that milestone;

(3) The Recipient fails to meet the conditions and obligations specified under this Agreement, including a material failure to comply with the schedule in Section 2.2 even if it is beyond the reasonable control of the Recipient; or,

(4) MARAD, in its sole discretion, determines that termination of this Agreement is in the public interest.

(b) In terminating this Agreement under this Section, MARAD may elect to consider only the interests of MARAD.

8.2 Closeout Termination.

(a) This Agreement terminates on Project Closeout.

(b) In this Agreement, “**Project Closeout**” means the date that MARAD notifies the Recipient that the award is closed out. Under 2 C.F.R. 200.343, Project Closeout should occur no later than one year after the Period of Performance End Date that is identified in Section 1.10.

8.3 Fund Liquidation and Adjustment.

(a) The Recipient shall liquidate all obligations under this award not later than 90 days after the Budget Period End Date that is listed in Section 1.10.

(b) Liquidation and adjustment of funds under this Agreement follow the requirements of 2 C.F.R. 200.343–.345.

8.4 **Post-Termination Adjustments.** The Recipient acknowledges that under 2 C.F.R. 200.344–200.345, termination of the Agreement does not extinguish MARAD’s authority

to disallow costs, including costs that MARAD reimbursed before termination, and recover funds from the Recipient.

8.5 Non-Terminating Events.

(a) The end of the budget period described under Section 1.8 does not terminate this agreement or the Recipient's obligations under this agreement.

(b) The end of the period of performance described under Section 1.9 does not terminate this agreement or the Recipient's obligations under this agreement.

8.6 Other Remedies. The termination authority under this Article 8 supplements and does not limit MARAD's remedial authority under 2 C.F.R. part 200, including 2. C.F.R. 200.338–200.339.

ARTICLE 9. MARAD CONTACTS

9.1 **MARAD Contacts.** Except as authorized by MARAD under Section 3.2, the Recipient shall send all notices, reports, and information required by this Agreement to all of the following contacts:

Wilbur Turner
Grants/Contracting Officer, Office of Acquisition
DOT -- Maritime Administration
1200 New Jersey Ave, SE
Washington, DC 20590
MAR-380
W26-435
Mailstop 5
(202) 366-0700
wilbur.turner@dot.gov
and

Fred Jones
Logistics Manager
DOT – Maritime Administration
1200 New Jersey Avenue, SE
Washington, DC 20590
MAR 500
Cube W21-311
Mailstop 3
(202) 366-1123
fred.jones@dot.gov

and

David Bohnet
Grant Management Supervisor

DOT Maritime Administration
1200 New Jersey Ave, SE
Washington, DC 20590
MAR-510
W21-226
Mailstop 3
(202) 366-0586
david.bohnet@dot.gov

and

Tim Pickering
Operations Development Manager
DOT – Maritime Administration
1200 New Jersey Avenue, SE
Washington, DC 20590
MAR 500
Cube W21-312
Mailstop 3
(202) 366-0704
tim.pickering@dot.gov

ARTICLE 10. MONITORING, FINANCIAL MANAGEMENT, AND RECORDS

10.1 Recipient Monitoring and Record Retention.

- (a) The Recipient shall monitor activities under this award, including activities under subawards and contracts, to ensure:
 - (1) that those activities comply with this Agreement; and
 - (2) that funds provided under this award are not expended on costs that are not allowable under this award or not allocable to this award.
- (b) If the Recipient makes a subaward under this award, the Recipient shall comply with the requirements on pass-through entities under 2 C.F.R. 200 and 1201, including 2 C.F.R. 200.330-200.332.
- (c) The Recipient shall retain records relevant to the award as required under 2 C.F.R. 200.333.

10.2 MARAD Record Access. MARAD may access Recipient records related to this award under 2 C.F.R. 200.336.

10.3 Financial Records and Audits.

- (a) The Recipient shall keep all project accounts and records that fully disclose the amount and disposition by the Recipient of the award funds, the total cost of the Project, and the amount or nature of that portion of the cost of the Project supplied by other sources, and any other financial records related to the project.

- (b) The Recipient shall keep accounts and records described under Section 10.3(a) in accordance with a financial management system that meets the requirements of 2 C.F.R. 200.301–200.303 and 2 C.F.R. 200 Subpart F and will facilitate an effective audit in accordance with the Single Audit Act Amendments of 1996, 31 U.S.C. §§ 7501–7506.
- (c) The Recipient shall make available to MARAD and the Comptroller General of the United States any books, documents, papers, and records of the Recipient that are related to this award for the purpose of audit and examination.
- (d) If an independent audit is made of the accounts of a Recipient relating to the Project or this award, the Recipient shall file a certified copy of that audit with the Comptroller General of the United States not later than six months following the close of the fiscal year for which the audit was made.
- (e) The Recipient shall separately identify expenditures under the FY 2020 America’s Marine Highway Grants program in financial records required for audits under Single Audit Act Amendments of 1996, 31 U.S.C. §§ 7501–7506. Specifically, the Recipient shall:
 - (1) list expenditures under that program separately on the schedule of expenditures of Federal awards required under 2 C.F.R. 200 Subpart E, including “FY 2020” in the program name; and
 - (2) list expenditures under that program on a separate row under Part II, Item 1 (“Federal Awards Expended During Fiscal Period”) of Form SF-SAC (March 25, 2019), including “FY 2020” in column c (“Additional Award Identification”).

ARTICLE 11. ADDITIONAL TERMS AND CONDITIONS

- 11.1 **Federal Assistance Listings Information (formerly known as the Catalog of Federal Domestic Assistance (CFDA)).** This award is under the assistance listing program titled “America’s Marine Highway Grants,” with number 20.816.
- 11.2 **Research and Development Designation.** This award is not for research and development.
- 11.3 **Exhibits.** This Agreement includes the following exhibits as integral parts located at: <https://www.maritime.dot.gov/sites/marad.dot.gov/files/2020-07/MARAD%20FY%202020%20Final%20America%27s%20Marine%20Highway%20Grant%20Exhibits.pdf>

Exhibit A	Legislative Authority
Exhibit B	General Terms and Conditions
Exhibit C	Applicable Federal Laws and Regulations
Exhibit D	Grant Assurances
Exhibit E	Responsibility and Authority of the Recipient
Exhibit F	Reimbursement of Project Costs
Exhibit G	Grant Requirements and Contract Clauses
Exhibit H	Quarterly Progress Reports and Recertifications: Format and Content

- 11.4 **Construction.** If a provision in the exhibits or the attachments conflicts with a provision in Articles 1 – 13, then the provision in Articles 1 – 13 prevails. If a provision in the attachments conflicts with a provision in the exhibits, then the provision in the attachments prevails.
- 11.5 **Disclaimer of Federal Liability.** The USDOT shall not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with this Agreement.
- 11.6 **Federal Freedom of Information Act.**
- (a) The USDOT is subject to the Freedom of Information Act, 5 U.S.C. § 552.
 - (b) The Recipient acknowledges that the Technical Application and materials submitted to MARAD by the Recipient related to this Agreement may become MARAD records subject to public release under 5 U.S.C. § 552.
- 11.7 **Statutory and National Policy Requirements.** The Recipient shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.
- 11.8 **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** Federal award recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

ARTICLE 12. SPECIAL GRANT REQUIREMENTS

12.1 **Reimbursement Requests.**

- (a) The Recipient may request reimbursement of costs incurred in the performance of this Agreement if those costs do not exceed the funds available under Section 1.7 and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.
- (b) The Recipient shall request reimbursement of a cost incurred as soon as practicable after incurring that cost. If the Recipient requests reimbursement of a cost more than 180 days after that cost was incurred, MARAD may deny the request for being untimely.

- (c) The Recipient shall request reimbursement by completing forms in the Delphi eInvoicing System, which is on-line and paperless. MARAD may deny a payment request that is not submitted through the Delphi eInvoicing System.
- (d) The Recipient shall complete training on using the Delphi eInvoicing System before submitting a request for reimbursement. To encourage the Recipient to complete this training, MARAD provides the following additional information, which may change after execution of this Agreement:
 - (1) The Recipient may access the training from MARAD “Delphi eInvoicing System” webpage at <http://www.transportation.gov/cfo/delphi-einvoicing-system>. The training is linked on the right side of that page under the heading “Web-Based Training (WBT).” The Recipient should click on “Grant Recipient WBT” to access the training, which is also available directly at https://www.transportation.gov/sites/all/dot_assets/DOT_GR_04-24-2012/lessons/index.html.
 - (2) A username and password is not required to access the on-line training.
 - (3) The training is currently available and will be accessible 24/7.
 - (4) The training will take approximately 1 hour to complete.
- (e) After the Recipient completes training on using the Delphi eInvoicing System, the Recipient shall request and complete the External User Access Request form to receive a username and password. The Recipient can request the form by sending an email to: Wilbur Turner at wilbur.turner@dot.gov.
- (f) Requests for Reimbursement: When requesting reimbursement of costs incurred, the Recipient shall submit supporting cost detail with the SF-270 (available at <https://www.grants.gov/forms/post-award-reporting-forms.html>) to clearly document costs incurred. Cost detail includes a detailed breakout of all costs incurred including direct labor, indirect costs, other direct costs, travel, etc. The DOT/Enterprise Service Center (ESC) OFO/FAA, Oklahoma City, OK and the Program Office, DOT/MAR 510 reserve the right to withhold processing requests for reimbursement until sufficient detail is received. In addition, reimbursement will not be made without DOT/ESC OFO/FAA and program official review and approval to ensure that progress on the Agreement is sufficient to substantiate payment. After approval, ESC will certify and forward the request for reimbursement to the payment office.

12.2 Buy American Requirements.

- (a) The Recipient shall apply, comply with, and implement all provisions of the Buy American Act, 41 U.S.C. §§ 8301-8305.
- (b) This Section 12.2 implements 41 U.S.C. §§ 8301-8305, the Buy American Act, by providing a preference for domestic products or material. The Recipient shall not use foreign products or materials in performing this Agreement, except that:
 - (1) the Recipient may use a commercially available off-the-shelf item under 41 U.S.C. § 1907, regardless of its components, if the item is manufactured in the U.S.;

- (2) the Recipient may use information technology that is a commercial item;
 - (3) the Recipient may use foreign products or materials that are listed at 48 C.F.R. 25.104; and
 - (4) the Recipient may use foreign products or materials if MARAD has authorized their use under Section 12.2(d).
- (c) If the Recipient uses foreign products or material in violation of Section 12.2(b), MARAD may disallow and deny reimbursement of costs incurred by the Recipient and take other remedial actions under Section 8.1 and 2 C.F.R. 200.338.
- (d) MARAD may authorize the Recipient to use foreign products or material, by modifying this Agreement under Section 6.1, if MARAD determines that:
- (1) applying the Buy American statute to the products or material would be impracticable or inconsistent with the public interest;
 - (2) the product or material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality; or
 - (3) the cost of domestic product or material is unreasonable.

The cost of a domestic product or material is unreasonable under Section 12.2(d)(3) if the cost of that material exceeds the cost of comparable foreign material by more than 6 percent.

- (e) The Recipient may request that MARAD authorize the Recipient to use foreign products or material under Section 12.2(d). If the Recipient makes a request under this Section 12.2(e), the Recipient shall provide adequate information for MARAD to evaluate the request, including:
- (1) a description of the foreign and domestic products or materials;
 - (2) unit of measure;
 - (3) quantity;
 - (4) price, including all delivery costs to the project site and any applicable duty (whether or not a duty-free certificate may be issued);
 - (5) time of delivery or availability;
 - (6) location of the project;
 - (7) name and address of the proposed supplier;
 - (8) a detailed justification of the reason for use of foreign products or materials identifying the specific basis for an exception under Section 12.2(d);

- (9) if the Recipient requests authorization under Section 12.2(d)(3), a reasonable survey of the market and a full price comparison measuring the relative costs of the available domestic and foreign products or materials; and
 - (10) if the Recipient submits the request after contract award, an explanation why the Recipient could not have, before contract award: (A) reasonably foreseen the need for the determination and (B) requested the determination.
- (f) The Recipient acknowledges that (1) this Agreement is not a Government procurement contract; (2) acquisitions of supplies, services, or construction materials by the Recipient under this Agreement are not acquisitions by the Government; and (3) the Free Trade Agreement exceptions to the Buy American Act as provided by 48 C.F.R. Part 25, Subpart 25.4 are inapplicable to this Agreement.
- (g) In this Section 12.2, the following definitions apply:

“Commercially available off-the-shelf (COTS) item”

- (1) Means any item or supply that is—
 - (i) A commercial item as defined by 48 C.F.R. § 2.101;
 - (ii) Sold in substantial quantities in the commercial marketplace; and
 - (iii) Offered to the Government, under an agreement, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in 46 U.S.C. § 40102(4), such as agricultural products and petroleum products.

“Product or Material” means an article, material, or supply brought to the construction site by the Recipient for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site.

“Cost of components” means—

- (1) For components purchased by the Recipient, the acquisition cost, including transportation costs to the place of incorporation into the product or material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Recipient, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the product or material.

“Domestic product or material” means—

- (1) An unmanufactured product or material mined or produced in the United States;
- (2) A product or material manufactured in the United States, if—
 - (i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of

- foreign origin of the same class or kind for which non-availability determinations have been made are treated as domestic; or
- (ii) The product or material is a COTS item manufactured in the United States.

“Foreign products or material” means a product or material other than a domestic product or material.

“United States” means the 50 States, the District of Columbia, and outlying areas.

ARTICLE 13. EXECUTION

- 13.1 **Counterparts.** This Agreement may be executed in counterparts, which constitute one document. The parties shall execute this Agreement in triplicate and intend each countersigned original to have identical legal effect.
- 13.2 **Effective Date.** This Agreement is effective when fully executed by authorized representatives of the Recipient and MARAD. The Recipient shall execute this Agreement and then submit three original signed copies of the Agreement to MARAD for execution. This instrument constitutes an FY 2020 America’s Marine Highway Grant when it is signed and dated by the authorized official of MARAD.

ATTACHMENT A STATEMENT OF WORK

INSTRUCTIONS FOR COMPLETING ATTACHMENT A: The Recipient must describe the project that MARAD agreed to fund, which is typically the project that was described in the America's Marine Highway grant application or a reduced-scope version of that project. The Statement of Work must include a description of all major activities that will be completed as part of the Project. If the project will be completed in components, segments, or phases, describe each component, segment, or phase.

Provide this information directly in this document; separate files, including PDF and Excel files, are not acceptable.

ATTACHMENT B ESTIMATED PROJECT BUDGET

1. Supplementary Fund Source Table(s)

[If this Section will contain any information:]

The following table supplements the budget information in 2.3.

[If the project will be completed in separate segments, phases, or components, include a separate source table for each segment or phase. If the Recipient’s costs will not be separable by component (because, e.g., all activities are invoiced under a single contract), they need not be listed separately. Any segment, phase, or component identified here should be described in attachment A. The sum of all component tables should match the first table in this Section.

Rows with \$0 should be removed, except that the AMH Funds row should always be present.]

[Component 1] Eligible Costs	
AMH Funds:	[\$XXX]
Other Federal Funds:	[\$XXX]
State Funds:	[\$XXX]
Local Funds:	[\$XXX]
Other Funds:	[\$XXX]
Total:	[\$XXX]

[Repeat the previous table as necessary]

[If the tables above is necessary, then the following should be the only content in Attachment B, Section 1:]

Reserved. This attachment B does not contain any supplementary fund source tables.

2. Cost Classification Table

[If no costs are anticipated in a category, remove the row from the table. If the project budget includes contingency that has not yet been distributed, a separate “Contingency” row may be added.]

Cost Classification	AMH Eligible Costs
Administrative and legal expenses	
Land, structures, rights-of-way, appraisals, etc.	
Relocation expenses and payments	
Architectural and engineering fees	
Other architectural and engineering fees	
Project inspection fees	
Site work	
Demolition and removal	
Construction	
Equipment	
Miscellaneous	
Project Total	

ATTACHMENT C PERFORMANCE MEASUREMENT TABLE

Study Area: [INSERT DESCRIPTION OF AREA TO BE STUDIED]

Pre-project Measurement Period: [Recipient, please propose a date before the start of construction/equipment purchase date that is in Section 2.2]

Pre-project Report Date: [Recipient, please propose a date 1-2 months after the start of construction/equipment purchase date that is in Section 2.2]

Project Outcomes Report Date: [Recipient, please propose a date no later than four years after the construction substantial completion/purchase of equipment substantial completion date that is in Section 2.2]

PERFORMANCE MEASURES

The Recipient agrees to collect the data necessary to track and report on each of the performance measures identified in the Performance Measure Table contained in this Section of the Grant Agreement. Recipient should include the data collected for each measure in each required report. Reports must be submitted for each performance measure following project completion at the intervals, and for the time periods, specified in the Performance Measurement Table included herein. Reports must include a narrative discussion detailing project successes and/or the influence of external factors on project expectations. The final report must include an *ex post* examination of project effectiveness and a comprehensive "lessons learned" analysis of the project.

Reporting Period	Due
January – March	April 30
April – June	July 30
July – September	October 30
October – December	January 30

Performance Measurement Table

Measure	Description of Measure	Measurement Period	Reporting Period
Freight Movements	TEUs movements over project study area.	<p>Baseline Measurement: Annual average, accurate as of the Pre-project Measurement Period</p> <p>Interim Performance Measures: Quarterly</p> <p>Accurate as of the last day of the quarter that is being reported</p>	<p>Baseline Measurement: Pre-project Report Date</p> <p>Performance Measurements Period: 3 years of reporting starting the first full quarter after the Purchase of Equipment Substantial Completion Date</p>
Greenhouse Gas Emissions	<p>This measure will quantify the emissions and fuel consumed by the Marine Highway service, which - when subtracted from total truck miles eliminated will result in the net savings in emissions and energy consumption due to the Marine Highway service between ----- and -----.</p>	<p>Baseline Measurement: Annual average, accurate as of the Pre-project Measurement Period</p> <p>Interim Performance Measures: Quarterly</p> <p>Accurate as of the last day of the quarter that is being reported</p>	<p>Baseline Measurement: Pre-project Report Date</p> <p>Performance Measurements Period: 3 years of reporting starting the first full quarter after the Purchase of Equipment/Construction Substantial Completion Date</p>
Reduce Infrastructure and Highway Miles Savings	<p>Savings, calculated based on the elimination of highway miles that each container would have traveled on surface roads.</p> <p>The Program Office will provide a spreadsheet with the formula needed to</p>	<p>Baseline Measurement: Annual average, accurate as of the Pre-project Measurement Period</p> <p>Interim Performance Measures: Quarterly</p> <p>Accurate as of the last day of the quarter that is being reported</p>	<p>Baseline Measurement: Pre-project Report Date</p> <p>Performance Measurements Period: 3 years of reporting starting the first full quarter after the Purchase of Equipment/Construction</p>

	make the calculations.		Substantial Completion Date
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ATTACHMENT D
MATERIAL CHANGES FROM APPLICATION

Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, budget described in Article 2 and Attachments A–B. The purpose of this Attachment D is to clearly and accurately document the differences in scope, schedule, and budget to establish the parties’ knowledge and acceptance of those differences. See Section 1.2.

RECIPIENT SIGNATURE PAGE

The Recipient, intending to be legally bound, is signing this Agreement on the date stated opposite that party's signature.

[insert full name of Recipient's organization]

Date

By: _____
Signature of Recipient's Authorized Representative

Name

Title

MARAD SIGNATURE PAGE

MARAD, intending to be legally bound, is signing this Agreement on the date stated opposite that party's signature.

MARITIME ADMINISTRATION

Date

By: _____
Signature of MARAD's Authorized Representative

Name

Title