

Notice of Funding Opportunity (NOFO)
Summary Information

Federal Agency Name: U.S. Department of Transportation (US DOT)
Federal Highway Administration (FHWA)
Office of Acquisition and Grants Management (HCFA)
1200 New Jersey Avenue SE
Mail Drop: E62-204
Washington DC 20590

Attn: Freida Byrd, HCFA-32

Funding Opportunity Title: Advancing Concrete Pavement Technology Solutions

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

Funding Opportunity Number: 693JJ318NF00002

Catalog of Federal Domestic Assistance (CFDA) Number: 20.200 Highway Research & Development

Key Dates: Notice Issue Date is December 4, 2017
Application Due Date/Time is February 15, 2018
at 2:00 p.m. Eastern Time (or sooner)
Question Due Date/Time is January 31, 2018 at 2:00 p.m.
Eastern Time

Primary Point of Contact: Freida Byrd, 202-366-6547
and Freida.Byrd@dot.gov

Secondary Point of Contact: Sarah Tarpgaard, 202-366-5750
and Sarah.Tarpgaard@dot.gov

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NOTE: The FHWA uses www.grants.gov for receipt of all applications. Applicants must register and use the system to submit applications electronically. Applicants are encouraged to register in advance of the submission deadline and to register to receive notifications of updates/amendments to this Notice. Approval of user registrations for the site may take multiple weeks. It is the Applicant's responsibility to monitor for any updates to this Notice.

SECTION A - PROGRAM DESCRIPTION

The Federal Highway Administration (“FHWA” or “the Government”) hereby requests applications for assistance to result in the award of one new Cooperative Agreement (“the Cooperative Agreement” or “the Agreement”), entitled, “***Advancing Concrete Pavement Technology Solutions.***” This Notice of Funding Opportunity (NOFO) is issued on a competitive basis to all eligible applicants per Section C, Eligible Applicants.

1. STATEMENT OF PURPOSE

The purpose of the proposed Agreement is to further an ongoing Pavement Technology Program, which includes the deployment of innovative technologies to improve pavement performance. A key area is the development and transfer of new technologies. It is necessary to deliver tools and guidance documents to States to support the increased knowledge of concrete materials, concrete pavement design, construction, and maintenance.

2. LEGISLATIVE AUTHORITY

In United States Code Title 23 – Highways, Section 503(c)(1)(A), the purpose of the Technology Innovation and Deployment program “shall be to significantly accelerate the adoption of innovative technologies by the surface transportation community.” Further, Section 503(c)(3), titled *Accelerated implementation and deployment of pavement technologies*, “[t]he Secretary shall establish and implement a program under the technology and innovation deployment program to promote, implement, deploy, demonstrate, showcase, support, and document the application of innovative pavement technologies, practices, performance and benefits.” Per Section 503(c)(3)(B):

(B) Goals.-The goals of the accelerated implementation and deployment of pavement technologies program shall include-

- (i) the deployment of new, cost-effective designs, materials, recycled materials, and practices to extend the pavement life and performance and to improve user satisfaction;
- (ii) the reduction of initial costs and lifecycle costs of pavements, including the costs of new construction, replacement, maintenance, and rehabilitation;
- (iii) the deployment of accelerated construction techniques to increase safety and reduce construction time and traffic disruption and congestion;
- (iv) the deployment of engineering design criteria and specifications for new and efficient practices, products, and materials for use in highway pavements;
- (v) the deployment of new nondestructive and real-time pavement evaluation technologies and construction techniques; and

(vi) the effective technology transfer and information dissemination to accelerate implementation of new technologies and to improve life, performance, cost effectiveness, safety, and user satisfaction.

The authority to enter into a Cooperative Agreement for this effort is found under 23 U.S.C. § 502 - Surface Transportation Research, Development, and Technology, paragraph (b), which states:

(3) cooperation, grants, and contracts. — The Secretary may carry out research, development, and technology transfer activities related to transportation —
(A) independently;
(B) in cooperation with other Federal departments, agencies, and instrumentalities and Federal laboratories; or
(C) by making grants to, or entering into contracts and cooperative agreements with one or more of the following: the National Academy of Sciences, the American Association of State Highway and Transportation Officials, any Federal laboratory, Federal agency, State agency, authority, association, institution, for-profit or nonprofit corporation, organization, foreign country, or any other person.

Funding is authorized under Section 6002(a) of Public Law 114-94, the Fixing America's Surface Transportation Act (FAST Act).

The Federal Government's cost share requirements are provided in Section 6002(c) of Public Law 114-94 FAST Act: "Funds authorized to be appropriated by subsection (a) shall be available for obligation in the same manner as if those funds were apportioned under chapter 1 of title 23, United States Code, except that the Federal share of the cost of a project or activity carried out using those funds shall be 80 percent, unless otherwise expressly provided by this Act (including the amendments by this Act) or otherwise determined by the Secretary, and remain available until expended and not be transferable, except as otherwise provided in this Act."

3. BACKGROUND

This NOFO is issued as a follow-on re-competition of Cooperative Agreement No. DTFH61-12-H-00010 entitled "Technology Transfer of Concrete Pavement Technologies," which expires in June 2018. The new Cooperative Agreement will focus on deployment of innovative technologies and strategies to advance concrete pavements. The Cooperative Agreement will also focus on meeting the goals identified under 23 U.S.C. 503(b). A high priority focus area of the Cooperative Agreement will be the advancement of performance engineered concrete mixtures and corresponding needs related to concrete pavement quality. Partnerships and collaboration with State DOTs and industry groups are vital to the success

of advancing innovative strategies and technologies and shall be a consideration in all activities under the Cooperative Agreement.

4. GOAL

The goal of the Cooperative Agreement is to advance and deploy technologies to improve concrete pavement performance.

5. STATEMENT OF WORK

As approved by the Agreement Officer (AO) on a Work Order basis, the Recipient shall plan and perform multiple innovative projects to advance and deploy technologies to improve concrete pavement performance to further the goals of 23 U.S.C. Section 503(c)(3). FHWA may issue approved Work Orders to the Recipient within the following Work Areas. See Work Order Procedures listed below.

Work Areas

Work Area No. 1: The deployment of new, cost-effective designs, materials, recycled materials, and practices to extend the pavement life and performance and to improve user satisfaction.

- The focus of this work area shall be on concrete recycling and the use of industrial waste or byproducts in concrete pavement mixtures.

Work Area No. 2: The reduction of initial costs and lifecycle costs of pavements, including the costs of new construction, replacement, maintenance, and rehabilitation.

- The focus for this goal area shall be on strategies and technologies to reduce initial and/or life cycle costs for concrete pavement rehabilitation and maintenance.

Work Area No. 3: The deployment of accelerated construction techniques to increase safety and reduce construction time and traffic disruption and congestion.

- The focus of this goal area shall be the use of performance engineered concrete mixtures for accelerated construction without compromising durability.

Work Area No. 4: The deployment of engineering design criteria and specifications for new and efficient practices, products, and materials for use in highway pavements.

- The focus for this goal area shall be the further development and implementation of AASHTO PP84-17 “Performance Engineered Concrete Mixtures” specification.

In order to further implement the AASHTO PP84-17 “Performance Engineered Concrete Mixtures” specification, the following activities shall be included in the Cooperative Agreement:

- Development and deployment of guidance for owner agencies to specify and make use of contractor Quality Control (QC) programs, QC plans, and QC test data, with or without formally incorporating this data into the acceptance decision.
- Development of a model QC Plan template and control chart tools to facilitate implementation.

All items related to this work should include, but may not be limited to, development of tools to further implementation of the AASHTO PP84-17 “Performance Engineered Concrete Mixtures” specification:

- Development and deployment of a series of one-page technical summaries on the concrete test procedures included in AASHTO PP84-17 specification. These summaries may be an updated and re-formatted version of information contained in the document “Testing Guide for Implementing Concrete Paving Quality Control Procedures”, developed and published by the National Concrete Pavement Technology Center. For each test, the one page should include:
 - a. A picture of the test device;
 - b. A description of what property(ies) the test measures (not to include step by step directions on performing the test);
 - c. An indication of whether the test is appropriate for mix design and approval, acceptance during production, and/or QC applications;
 - d. Suggested test frequency for the appropriate application(s) on typical projects; and
 - e. Guidance on proper use and analysis of test results. For example, does each test lend itself to a Percent Within Limits analysis for acceptance and pay factor determination, is the test a single “pass/fail” test, and/or is it an appropriate test for QC control charting?
- Tests to be included are all tests currently in the Performance Engineered Mixture Specification (AASHTO PP84-17) and others including: MIT Scan, MIT Scan t2, Maturity, Calorimetry, Coefficient of Thermal Expansion.

Work Area No. 5: The deployment of new nondestructive and real-time pavement evaluation technologies and construction techniques.

- The focus for this goal area shall be Non-Destructive Testing (NDT) and real-time pavement evaluation technologies for construction quality assurance (QA) and quality control (QC).

Work Area No. 6: Effective technology transfer and information dissemination to accelerate implementation of new technologies and to improve life, performance, cost effectiveness, safety, and user satisfaction.

- A focus area for FHWA is partnering with State DOTs and industry to advance innovative technologies.

6. WORK ORDER PROCEDURES

All funds expended under the Cooperative Agreement shall be accounted for under individual work orders. The following work order procedures apply. Any activities conducted under the Cooperative Agreement must be ordered by issuance of written work orders or otherwise authorized in writing by the AO.

NOTE: The Recipient's costs to create and submit a work order proposal are not allowable as direct charges to the Cooperative Agreement.

- (a) Only an authorized FHWA AO can issue a work order against the Cooperative Agreement.
- (b) All work orders are subject to the terms and conditions of the Agreement. In the event of conflict between a work order and the Cooperative Agreement, the Cooperative Agreement will take precedence.
- (c) The AO or Agreement Officer's Representative (AOR) will issue Work Order Proposal Requests (WOPRs) electronically to the Recipient as needed. Each WOPR will indicate the objective or results desired by the Government. This objective will be within the scope, period, and maximum value of the Cooperative Agreement. Each WOPR will indicate the due date for proposal submission, the estimated level of effort (if applicable), any Government estimates for equipment and/or travel, any special requirements, any required performance measures and/or a request for the Recipient to propose performance measures tailored to the specific tasks in the work order.

Following are examples of possible performance measures that FHWA anticipates considering for use on work orders if applicable, and as specified under 23 U.S.C. 503 (c)(3)(D)(ii). Use of such performance measures will be tailored to the specific tasks or activities of the work order as appropriate.

- Federal, State, and local cost savings;
- project delivery time improvements;
- reduced fatalities; and
- congestion impacts.

The Recipient may propose their own ideas for new work orders to the AOR and the AO for consideration. FHWA encourages and welcomes innovative ideas and proposals to achieve the goals of the Cooperative Agreement. The Recipient may propose high-level abstract draft Work Orders for consideration by FHWA. If deemed potentially worthy of funding, the AO or the AOR will issue a WOPR as described above. The Government envisions one Work Order for each Work Area. Additional Work Orders may be identified and issued as needs arise. Modifications to Work Orders may occur throughout the Period of Performance for the Cooperative Agreement.

(d) Upon receipt of a WOPR, the Recipient shall prepare and submit a written work order proposal within the timeframe specified for submission. The Recipient shall submit an electronic copy of the work order proposal to the AO and the AOR. The work order proposal shall include, as a minimum, the following information:

- (1) A discussion of the work order objectives demonstrating the Recipient's understanding of the objectives. Including:
 - (i) Market significance of the work order;
 - (ii) Discussion of stakeholders and partners; and
 - (iii) Discussion of performance measures for the work order.
- (2) A concise work plan for achieving the work order objectives that clearly demonstrates the Recipient's planned technical and management approach to the problem.
- (3) A proposed Performance Measurement Plan defining, explaining and justifying planned performance measures, including how and when the proposed performance measures will be calculated and reported. The Performance Measurement Plan must include the following if relevant:
 - (i) baseline data for each performance measure that is identified in the plan; and
 - (ii) a detailed description of the data sources, assumptions, variability, and estimated levels of precision for each measure.

- (4) A performance schedule that provides the following information:
 - (i) Planned accomplishments/milestones;
 - (ii) Anticipated problems or challenges; and
 - (iii) Planned solutions to anticipated problems or challenges.
 - (5) Qualifications of the proposed staff, including any proposed subject matter expert consultants.
 - (6) A detailed cost proposal, delineating Federal share, Cost share, and total work order cost, as applicable, including:
 - (i) Proposed level of effort, labor categories, and labor rates,
 - (ii) Proposed indirect costs; and
 - (iii) Proposed Other Direct Costs as applicable (materials, travel, shipping, copying, etc.).
 - (7) Work Order Conflicts of Interest: The Recipient shall provide a brief statement in each work order proposal that describes in a concise manner all past, present or planned organizational, contractual or other interest(s), which may affect the Recipient's ability to perform the proposed work order in an impartial and objective manner. The AO will review the statement and may require additional relevant information from the Recipient. All such information, and any other relevant information known to DOT, will be used to determine whether a work order award to the Recipient may create an actual or potential conflict of interest. If any such conflict of interest is found to exist, the AO may (a) disqualify the Recipient, or (b) determine that it is otherwise in the best interest of the United States to issue the work order to the Recipient and include appropriate provisions to mitigate or avoid such conflict in the work order awarded.
- (e) Proposals shall be delivered, on or before the due date, to the AO's email address as defined in the WOPR.
- (f) FHWA will evaluate work order proposals for technical acceptability, budget reasonableness and allowability of proposed costs, and risk of performance.
- (g) Upon selection/acceptance of a work order proposal, the AO shall execute a work order. This work order will contain, as a minimum, the following information:
- (i) Signatures of the authorized representatives of the Government (the AO) and the Recipient indicating assignment and acceptance of the work order;

- (ii) Work Order Title, Number and Cooperative Agreement Number;
- (iii) Effective Date of Work Order;
- (iv) Work Order subject and description of Work (including deliverables/schedule);
- (v) Period of Performance;
- (vi) Total Amount of Work Order and Amount of Funding Committed to Work Order;
- (vii) Reporting Requirements (draft and final) and Due Dates;
- (viii) Work Plan if applicable (Tasks, Subtasks, Timeline);
- (ix) Key Personnel, if applicable; and
- (x) Approved Work Order Budget.

(h) No work will be performed and no payment will be made except as authorized by a properly executed work order or otherwise authorized in writing by the Agreement Officer.

7. QUARTERLY PROGRESS REPORTS

NOTE: Costs to create and deliver Quarterly Progress Reports shall be included in and spread across individual approved Work Order budgets. A separate Work Order for reporting only is not anticipated.

The Recipient must submit an electronic copy of the Standard Form Performance Progress Report (SF-PPR) to the AOR and the Agreement Officer on or before the 30th of the month following the calendar quarter being reported. Final PPRs are due 90 days after the end of the Cooperative Agreement period of performance. The SF-PPR is available online:

http://www.whitehouse.gov/sites/default/files/omb/grants/grants_forms.html.

Calendar quarters are defined as:

- 1st: January – March
- 2nd: April – June
- 3rd: July – September
- 4th: October – December

Reports due on or before:

- April 30th
- July 30th
- October 30th
- January 30th

The quarterly progress report must include the required certification pursuant to 2 CFR 200.415.

The quarterly progress report must consist of the SF-PPR cover page and all the following required attached information ***for each approved Work Order***:

- a. Work performed by Work Order for the current quarter; including progress towards meeting the Work Order objectives, and work performed relevant to assessing performance measures;

- b. Work planned by Work Order for the upcoming quarter; including progress planned towards meeting the Work Order objectives, and work planned relevant to assessing performance measures;
- c. Work performed in support of the FHWA and DOT Strategic Goals;
- d. Description by Work Order 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 Work Order and Agreement, together with recommended solutions to such problems; or, a statement that no problems were encountered;
- e. A tabulation by Work Order, clearly delineated by Federal share, cost share and total, of the current quarter costs expended, and cumulative costs expended, by cost element (labor, travel, indirect costs, sub-recipient/subcontractor, etc.) by quarter versus budgeted costs;
- f. Budget revision requests as applicable; and
- g. Cumulative tabulation of all Work Orders combined, clearly delineated by Federal share, cost share and total, of the current quarter and cumulative costs expended in total.

In the SF-PPR Block 11, Other Attachments, include the following information as attached pages:

- a. SF-425, Federal Financial Report, and
- b. SF-425A, Federal Financial Report Attachment (if applicable).

SECTION B – FEDERAL AWARD INFORMATION

1. FUNDING AND NUMBER OF AWARDS

The FHWA anticipates making one (1) award as a result of this NOFO.

The total amount of the Cooperative Agreement is estimated to be \$8,742,912 (Federal share of \$6,994,330; and a cost share of \$1,748,582) to be expended over a five-year period of performance, subject to the availability of Federal funds.

Currently \$1,398,866 in Federal funds is available for the award. Remaining Federal funds are subject to availability. Estimated funding profile is:

- Year 1 - \$1,398,866 in Federal funds (available)
- Year 2 - \$1,398,866 in Federal funds (subject to availability)
- Year 3 - \$1,398,866 in Federal funds (subject to availability)
- Year 4 - \$1,398,866 in Federal funds (subject to availability)
- Year 5 - \$1,398,866 in Federal funds (subject to availability)

Total estimated Federal funds: \$6,994,330

2. TYPE OF AWARD

The planned award type is a Cooperative Agreement.

3. PERIOD OF PERFORMANCE

The period of performance for the Cooperative Agreement will be five (5) years from the effective date of the Cooperative Agreement.

4. DEGREE OF FEDERAL INVOLVEMENT

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

- Technical assistance and guidance to the Recipient;
- Close monitoring of performance;
- Involvement in technical decisions; and
- Participation in status meetings including kick off meeting and technical and budget reviews as needed.

SECTION C – ELIGIBILITY INFORMATION

1. ELIGIBLE APPLICANTS

This competition is open to universities and colleges, private sector entities, and nonprofit organizations.

2. COST SHARING OR MATCHING

Cost sharing or matching is required during performance of the Agreement. The Federal share of the cost of the project is 80 percent. See Legislative Authority in NOFO SECTION A for specific cost share citations.

NOTE: The “cost of the project” consists of the Federal share and the cost share combined. Accordingly, the Federal share must be a maximum of 80 percent of the cost of the value of Federal share and cost share combined. The Federal share of the cost of the project can be less than 80 percent, but cannot exceed 80 percent.

NOTE: A minimum cost share of 20% is required. Applicants are encouraged to consider the potential benefits of leveraging additional non-federal resources. Although not required, FHWA considers it desirable for applicants to propose up to 50% in non-federal matching contribution. Any additional degree of cost share and leveraging of non-federal funds will be considered beneficial to the extent the cost share is considered feasible and demonstrates a furtherance of the goals of the program.

Program income must be handled in accordance with SECTION F.

SECTION D - APPLICATION AND SUBMISSION INFORMATION

1. ADDRESS TO REQUEST APPLICATION PACKAGE

The Applicant must complete and submit all requested application package forms, and upload required application package information, directly online at www.grants.gov under the Notice of Funding Opportunity Number cited herein.

2. FORMAT OF APPLICATION SUBMISSION

- a. Applications must be prepared on 8½ x 11-inch size pages. No fold outs or 11 x 17-inch size pages allowed.
- b. Text must be printed using a font size no less than 12-point font (Times New Roman, Arial Narrow, Arial, or Calibri).
- c. No specific requirements are provided for line spacing. Line Spacing is up to the applicant but should be reasonable for evaluators to easily read.
- d. Tables, charts, and figures are permitted. Text in tables, charts, and figures may be smaller than 12-point font but must be readable.
- e. Footnotes, legends, or labels associated with tables or diagrams, and other information that is ancillary to the main text, may be presented in a font size smaller than 12-point font---provided that any such smaller font is fully legible.
- f. Page margins (exclusive of headers and footers) must be a minimum of 1 inch top, bottom and each side.
- g. Page numbers, headers and footers may be located within the 1 inch margins.
- h. Header or Footer identifying the Applicant/Team and the Volume may be located within the 1 inch margins.
- i. **PAGE LIMITS:** Application volumes shall adhere to the page count limitations listed below. The page limit includes all narrative, figures, tables, appendices, and all other ancillary materials with the exception of the following. EXCEPTIONS ON PAGE LIMITS: The following items do NOT count against the page limitations.
 - Application covers;
 - Cover letters;
 - Title pages;
 - Divider pages;
 - Tables of contents;
 - Lists of acronyms;
 - Letters of intent to participate from proposed subcontractors, consultants, partners, and proposed new hires; and
 - Resumes. (Note: Resumes shall not exceed 2 pages each.)

In the event an application exceeds the page limitations, the Government will evaluate only the first pages identified within the limitations.

3. CONTENT OF APPLICATION SUBMISSION

NOTE: The application package must consist of the following in this order:

- 1) **Volume 1 – Technical Application** as described below – 25-page limit
 - Part I – Technical and Management Approach (included in the page limitation)
 - Part II – Experience (included in the page limitation))
 - Part III – Staffing Approach (included in the page limitation; resumes are not included in the page limitation and should be included as an Attachment to Volume I)
- 2) **Volume 2 – Budget Application** as described below - no page limit
 - Part I – Application Forms
 - Part II – Budget Summary Sheets; Cost/Budget Information; and Other Financial Information

Submit your application in the following format:

Volume 1 - Technical Application

Volume 1 – Technical Application as described below (see page limitations above)

OPTIONAL: An Applicant may include, at their option, to facilitate displaying the organization of their application, a one-page cover page, and a second page to include both a Table of Contents and/or a Listing of Tables/Figures. These pages are for orienting evaluators to the contents of the application package and will not be evaluated and are not included in the Volume I page limitation.

In the event a technical application exceeds the page limitation, the Government will evaluate only the first pages identified within the limitation above.

- a. Part I – TECHNICAL AND MANAGEMENT APPROACH: Describe your overall technical and management plan, describing in detail how you would proceed if awarded the Cooperative Agreement.
 - Describe in detail your technical and management approach to performing the Cooperative Agreement, including responding to and performing Work Orders, meeting quarterly reporting requirements,

ensuring high-quality deliverables, meeting schedules, and staying within budgets.

- Describe in detail possible ideas/activities for Work Orders within each of the Work Areas described in the Statement of Work. Explain each proposed idea/activity and its ability to meet the goals of this program. Address stakeholders and risks in relation to the possible ideas/activities. Address performance measures in relation to the possible ideas/activities.

b. Part II – EXPERIENCE: Describe your experience relevant to this project, listing projects of similar size and complexity over the past five years, and show which of the named key staff were involved in those projects. List the following information for a minimum of three specific past projects in which the Applicant participated as project leader and/or member of project team:

- Project title, description, value, and dates;
- Sponsor/customer point of contact to include sponsor/customer name, title, organization, email address, phone number;
- Role of Applicant in project;
- Explanation of why or how the project is considered relevant or similar to the effort required by this Notice of Funding Opportunity; and
NOTE: In determining relevancy, consideration should be given, but not limited to, such things as product/service similarity, size and complexity, Agreement type, and sub-recipient interaction.
- Explanation of the project goals accomplished and any cost growth or schedule delays encountered. For any projects, which did not/do not successfully achieve its goals, a brief explanation of the reason(s) for such shortcomings and any demonstrated corrective actions taken to avoid recurrence.

NOTE: Prior to award, FHWA may contact past sponsor/customers to support the agency's risk assessment of the application.

NOTE: If an Applicant does not have a history of relevant experience, or if past performance information is not available, the Applicant's experience will be considered to be neutral.

- c. Part III – STAFFING APPROACH: Describe your proposed team and staffing approach to successfully perform under the Cooperative Agreement.
- 1) Describe your staffing approach including the proposed project team organization to successfully perform the work. Explain who the key project team members will be and the roles and responsibilities of all project team members. Provide a project team organization chart, including the reporting hierarchy to the corporate/organization level and the affiliation of each proposed team member, i.e., organization to which the proposed team member belongs.
 - 2) Describe the proposed team members' experience, capabilities, and expertise relevant to achieving the goals of the Cooperative Agreement. Explain how the proposed team has the necessary qualifications to perform work successfully under the Cooperative Agreement. Describe the proposed Program Manager's qualifications and availability to perform under the Cooperative Agreement.
 - 3) Provide a proposed "Level of Effort Chart" showing direct labor hours estimated by labor category by Work Area (Areas 1 – 6) and by Agreement Year (Years 1 – 5). Note: Proposed level of effort and categories must match the proposed hours in the Budget Application. Also, include separate summary level of effort charts to display direct labor hours estimated by labor category: (1) for each Agreement Year (Years 1 – 5) and in Total; and (2) for each Work Area (Areas 1 – 6) and in Total.

NOTE: This proposed Level of Effort is the Applicant's representative estimate for the five-year period of performance based on the information available in the NOFO. During performance, the Awardee will propose detailed level of effort estimates at the Work Order level for review and approval by FHWA in executed Work Orders.

NOTE: This proposed Level of Effort should include the Federal share and the Cost share as applicable.
 - 4) Include a contingency plan to replace key staff over the life of the award. The contingency plan must demonstrate that the Applicant has the ability to replace key staff without any adverse impact on performance.

5) As an Attachment to the Volume I, provide:

- i. Copies of signed letters of intent to participate in this work from proposed subcontractors/consultants, and personnel proposed as new hires if applicable. (Does not count towards page limitation.)
- ii. Resumes for the proposed key team members including Principal Investigators and other named professional staff, including those from subcontractors as applicable. Resumes shall identify the technical and management qualifications of the proposed staff. Resumes shall be limited to two pages each. (Does not count towards page limitation.)

Volume 2 - Budget Application

Volume 2 – Budget Application as described below - NO PAGE LIMIT

The Budget Application shall clearly show all proposed estimated costs, provide sufficient supporting cost details, and state clearly any budget assumptions used in cost estimating. Level of detail shall be clear and detailed for both the Federal share and the cost share, by agreement year (Years 1 – 5), BY WORK AREAS (1 – 6) and in total.

NOTES:

- FHWA acknowledges that the proposed level of effort and budget are the Applicant's representative estimate for the five-year period of performance based on the information available in the NOFO. During performance, the Awardee will propose detailed level of effort estimates and actual proposed budgets at the Work Order level for review and approval by FHWA in executed Work Orders.
- The total estimated amount of the Cooperative Agreement is estimated to be \$8,742,912 (Federal share of \$6,994,330; plus a cost share of \$1,748,582) to be expended over a five-year period of performance, subject to the availability of Federal funds. Applicants may propose up to these estimated amounts. Please see Section B Funding for the profile of estimated funding by Agreement Years 1 – 5. Please consider the estimated funding by Agreement Years when developing your estimated budget.
- Applicant budgets shall demonstrate planned fulfillment of the required cost share during each year of performance. FHWA encourages cost share be satisfied commensurate with the rate of Federal funds used.

a. Part I - APPLICATION FORMS

1. SF424, Application for Federal Assistance

NOTE: Applicants may leave fields 5a, 5b, 6, 7, and 13 blank on the form.

2. SF424A, Budget Information for Non-Construction Programs

NOTE: Section A:

- Block 1(a): Print opportunity title listed on page 1;
- Block 1(b): Print CFDA number listed on page 1;
- Block 1(c): Print Total Federal Funds Requested in dollars; and,
- Block 1(d): Print Total Cost Share in dollars, and leave columns (e), (f), and (g) and rows 2, 3, and 4 blank.

3. SF424B, Assurances for Non-Construction Programs

4. SFLLL, Disclosure of Lobbying Activities

NOTE: The form must be completed and submitted even if no lobbying to report.

If no lobbying to report, insert none or n/a in the relevant blocks.

b. Part II – BUDGET SUMMARY SHEETS; COST/BUDGET INFORMATION; AND OTHER FINANCIAL INFORMATION

Budget Summary Sheets

Provide a separate detailed “Budget Summary Sheet” for the estimated costs to perform the work: (1) by Agreement Year and in Total; and (2) by Work Area (1 – 6) and in Total. Each Budget Summary shall clearly display the Federal Share, Cost Share, and Total.

Applicants may use their own budget format to display the information required herein. However, FHWA recommends each Budget Summary Sheet have content and format similar to that provided in DOT Form 4220.44, located at:

https://www.fhwa.dot.gov/cfo/pdf/frm4220_44.pdf.

Submit a Budget Summary Sheet for each of the following. Clearly label each budget sheet. Budget Summary Sheets shall clearly delineate separate columns for Federal Share, Cost Share and Total.

1. *Year 1 Total (Federal Share + Cost Share = Total)
2. *Year 2 Total (Federal Share + Cost Share = Total)
3. *Year 3 Total (Federal Share + Cost Share = Total)
4. *Year 4 Total (Federal Share + Cost Share = Total)
5. *Year 5 Total (Federal Share + Cost Share = Total)
6. *ALL 5 Years Cumulative Total (Federal Share + Cost Share = Total)
7. *Work Area 1 Total (Federal Share + Cost Share = Total: Show Years 1 – 5 and Total)
8. Work Area 2 Total (Federal Share + Cost Share = Total: Show Years 1 – 5 and Total)
9. Work Area 3 Total (Federal Share + Cost Share = Total: Show Years 1 – 5 and Total))
10. Work Area 4 Total (Federal Share + Cost Share = Total: Show Years 1 – 5 and Total)
11. Work Area 5 Total (Federal Share + Cost Share = Total: Show Years 1 – 5 and Total)
12. *Work Area 6 Total (Federal Share + Cost Share = Total: Show Years 1 – 5 and Total)
13. *ALL 6 Work Areas Cumulative Total (Federal Share + Cost Share = Total)

Cost/Budget Information

Provide detailed supporting budget information to present, explain and justify each of the following cost elements for Federal share and Cost share:

NOTE: Fee or profit is NOT allowable on the prime Recipient's costs.

Labor Rates – Identify actual individuals (if known), labor categories, and proposed hourly labor rates by individual. Proposed individuals must correspond to the proposed individuals provided in the Volume I Proposal (Staffing Approach). Identify if rates are loaded or unloaded. Identify the annual direct labor escalation rate and its basis. Discuss your proposed escalation rate as compared to historical experience and include when and how escalation will be calculated/implemented. State the number of any additional direct labor (new hires) that will be required during the performance of this contract. Provide evidence and certify that rates proposed reflect actual current rates of proposed individuals currently on staff.

Productive Hours – Detail how you define “direct productive hours” and how vacation, sick and other types of leave are accrued, accounted for, and charged.

Indirect Rates – Discuss your proposed indirect rates and bases for all years. Identify the various specific indirect rates and what they are based on (e.g., labor overhead based on direct labor dollars) and how they are applied/calculated. State any differing rate applications (for example, if there is a different proposed rate when applied to travel than when applied to Subcontractor costs). The Applicant shall provide dollar values as well as percentages. Provide a copy of your Government-approved current negotiated Indirect Rate Agreement if applicable. If the Applicant does not have an approved Indirect Rate Agreement, the Applicant shall include the following: (1) Describe the impact to your indirect rates if awarded the Agreement; (2) Provide complete list of pools and bases calculation to support proposed indirect rates; and (3) Provide three years of calculated historical actual indirect cost rates to show comparison to proposed indirect rates.

NOTE: Per 2 CFR 200.414(f), Indirect (F&A) Costs, an Applicant may elect to propose a de minimis indirect rate of 10% of modified total direct costs.

Subawards/Subcontracts/Consultants: If Subawards/Subcontracts/Consultants will be used in carrying out the requirements of this project, the following information shall be furnished for each one:

- (1) Name and address of Subawards/Subcontracts/Consultants.
- (2) Identify proposed individual's name, positions and the portion of work to be conducted (by Task).
- (3) Proposed amount and supporting cost/price proposal (with supporting information as necessary). Propose the hourly rates. Indicate if these rates are unloaded or loaded. In the case of unloaded labor rates, provide applicable indirect rates and bases, and fee/profit rates and bases, if applicable.
- (4) ***A cost/price analysis report shall accompany each named Subawardee/Subcontractor/Consultant.*** The Applicant is responsible for performing a cost/price analysis on all their proposed Subawardees/Subcontractors/Consultants, showing the Applicant's determination that proposed costs are fair, reasonable and necessary.

Other Direct Costs (ODCs) & Travel: Explain and support proposed ODCs and travel by task. Provide narrative rationale and supporting unit price/cost detail/vendor quotes or estimates for equipment, supplies, trips, etc.

Submit any assumptions or conditions upon which your Budget Application is based.

NOTE: Any information submitted must support the budget proposed. Include sufficient detail or cross-references to clearly establish the relationship of the information provided to the budget proposed. Support any information provided by explanations or supporting rationale as needed to permit the Government to evaluate the documentation.

Other Financial Information

- 1) Acknowledgement of acceptance of the NOFO terms and acknowledgement and acceptance of any Amendments issued to this NOFO. List NOFO Amendment numbers and issue dates, if any.
- 2) Identify any preexisting intellectual property that you anticipate using during award performance, and your position on its data rights during and after the award period of performance.

- 3) A statement to indicate whether your organization has previously completed an A-133 Single Audit and, if so, the date that the last A-133 Single Audit was completed. Identify any findings requiring corrective action and the status of those actions.
- 4) A statement regarding Conflicts of Interest. The Applicant must disclose in writing any actual or potential personal or organizational conflict of interest in its application that describes in a concise manner all past, present or planned organizational, contractual or other interest(s), which may affect the Applicants' ability to perform the proposed contract in an impartial and objective manner. Actual or potential conflicts of interest may include but are not limited to any past, present or planned contractual, financial, or other relationships, obligations, commitments or responsibilities, which may bias the Applicant or affect the Applicant's ability to perform the agreement in an impartial and objective manner. The AO will review the statement(s) and may require additional relevant information from the Applicant. All such information, and any other relevant information known to DOT, will be used to determine whether an award to the Applicant may create an actual or potential conflict of interest. If any such conflict of interest is found to exist, the AO may (a) disqualify the Applicant, or (b) determine that it is otherwise in the best interest of the United States to contract with the Applicant and include appropriate provisions to mitigate or avoid such conflict in the agreement pursuant to 2 CFR 200.112.
- 5) A statement to indicate whether a Federal or State organization has audited or reviewed the Applicant's accounting system, purchasing system, and/or property control system. If such systems have been reviewed, provide summary information of the audit/review results to include as applicable summary letter or agreement, date of audit/review, Federal or State point of contact for such review.
- 6) Terminated Contracts - List any contract/agreement performed by the prime Applicant that was terminated for convenience of the Government within the past 3 years, and any contract/agreement that was terminated for default within the past 5 years. Briefly explain the circumstances in each instance.
- 7) Describe how your organization will obtain the necessary resources to fund and fulfill the proposed cost share, as applicable.
- 8) The Applicant is directed to review Title 2 CFR §170 (http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&tpl=/ecfrbrowse/Title02/2cfr170_main_02.tpl) dated September 14, 2010, and Appendix A thereto, and acknowledge in its application that it understands the requirement, has the necessary processes and systems in place, and is

prepared to fully comply with the reporting described in the term if it receives funding resulting from this Notice. The text of Appendix A will be incorporated in the award document as a General Term and Condition as referenced under this Notice's Section F, Federal Award Administration Information.

- 9) Disclose any violations of Federal criminal law involving fraud, bribery, or gratuity violations. Failure to make required disclosures can result in any of the remedies described in 2 CFR 200.338 entitled Remedies for Noncompliance, including suspension or debarment. (See also 2 CFR Part 180 and 31 U.S.C. 3321).
- 10) If a nonprofit or not-for-profit status, please provide evidence of this status preferably from the Internal Revenue Service.

4. UNIQUE ENTITY IDENTIFIER AND SYSTEM FOR AWARD (SAM)

The Applicant is required to: (i) be registered in SAM before submitting its application; (ii) provide a valid unique entity identifier in its application; and (iii) continue to maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency.

The FHWA may not make a Federal award to an Applicant until the Applicant has complied with all applicable unique entity identifier and SAM requirements. If an Applicant has not fully complied with the requirements by the time FHWA is ready to make a Federal award, FHWA may determine that the Applicant is not qualified to receive a Federal award and use that determination as a basis for making a Federal award to another Applicant.

5. SUBMISSION DATES AND TIMES

The final application must be received electronically through www.grants.gov by the application due date/time listed in this Notice of Funding Opportunity.

The deadline stated is the date and time by which the agency must receive the full and completed application, including all required sections.

A late application will not be reviewed or considered unless the AO determines that doing so is in the FHWA's best interest.

6. INTERGOVERNMENTAL REVIEW

An application under this Notice of Funding Opportunity is not subject to the State review under E.O. 12372.

7. FUNDING RESTRICTIONS

The FHWA will not reimburse any pre-award costs or application preparation costs under this proposed Agreement.

8. OTHER SUBMISSION REQUIREMENTS

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 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 E - APPLICATION REVIEW INFORMATION

1. CRITERIA

The FHWA will evaluate applications on following criteria:

(1) MERIT: The Government will evaluate applications using the following three Technical Factors which are of equal importance. Subfactors listed are of equal importance within the factor.

Technical Factor 1: Technical and Management Approach:

- Demonstrated adequacy and soundness of technical and management approach to successfully perform the work. Demonstrated adequacy and soundness of approach to ensure quality deliverables, stay on schedule, and perform within estimated budgets.
- Demonstrated understanding of the goals of the Cooperative Agreement as evidenced by proposed possible ideas/activities for Work Orders within each of the Work Areas described in the Statement of Work. Demonstrated understanding of stakeholders and risks in relation to the possible ideas/activities. Demonstrated understanding of appropriate and valuable performance measures in relation to the possible ideas/activities.

Technical Factor 2: Experience

- Demonstrated experience relevant to this project and necessary to successfully perform the work of the Cooperative Agreement.
 - Demonstration of experience performing similar work specific related to the development of guidance documents, technology transfer materials, workshop materials specific to concrete pavement and materials.
 - Demonstration of partnering with key concrete pavement and materials stakeholders with the Federal, State, and local governments, university, and private sector.
 - Demonstration of familiarity with the goals specified under 23 U.S.C. 503 (c)(3)(B).

Technical Factor 3: Staffing Approach

- Demonstration that the proposed team has the necessary technical and management experience, capabilities, expertise and qualifications to achieve the goals of the Cooperative Agreement and perform work successfully under the Cooperative Agreement.
 - Acceptable and relevant education and experience of the proposed Program Manager in the required technical areas. Availability of the Program Manager during the period of performance.
- Demonstrated adequacy and soundness of staffing approach to provide the necessary resources, management, and oversight to successfully perform under the Cooperative Agreement.
 - Adequacy of the levels of effort of the key staff in the areas of technical expertise necessary to complete the work.
 - Adequacy and soundness of contingency plan to replace key staff during performance as needed without adverse impact to the project.

(2) COST: Relative cost will be considered in the award decision. The budget application will be analyzed to assess cost reasonableness and conformance to applicable cost principles, for Federal share and cost share. This evaluation factor will not be rated.

If applicable, the degree of cost share and leveraging of non-federal funds will be considered in the award decision. Applicants must provide the required matching funds, and supporting detail for these funds. Additional cost sharing will be considered beneficial to break ties among applications with equivalent ratings after evaluation against all other factors.

Funding availability will also be considered in the award decision.

2. REVIEW AND SELECTION PROCESS

The FHWA will utilize the following merit review process to evaluate applications:

A panel of agency experts will evaluate all eligible technical applications using the merit criteria listed above. The panel will individually evaluate the technical applications. The panel will then collectively assign an adjectival rating to each eligible technical application using the following merit ratings: Outstanding, Good, Satisfactory, Marginal, and Unacceptable.

Agency personnel from the FHWA Office of Acquisition and Grants Management will evaluate the cost criteria listed above, and conduct a risk assessment of the Applicant prior to award as described below.

The FHWA will accept the application that is considered the most advantageous to the Government using the criteria cited above, and subject to the results of an Applicant risk assessment. Applications selected for possible award using the criteria cited above, will undergo the following risk assessment prior to award. The FHWA reserves the right to not make an award to an Applicant based on the results of the risk assessment.

The AO is the official responsible for final award selection. The FHWA is not obligated to make any award as a result of this notice.

Risk Assessment

The FHWA will assess the risks posed by an Applicant before they receive an award. This Risk Assessment will include evaluation of some or all of the following items relative to the Applicant and/or sub-applicants as applicable:

- (1) Applicant's financial stability;
- (2) Applicant's quality of management systems and ability to meet the management standards prescribed in 2 CFR Part 200;
- (3) Applicant's history of performance;

The Government will evaluate the relevant merits of the Applicant's history of performance based on its reputation and record with its current and/or former customers with respect to quality, timeliness, and cost control. The history of performance will be reviewed to assure that the Applicant has relevant and successful experience and will be considered in the risk assessment. In evaluating history of performance, the Government may consider both written information provided in the application, as well as any other information available to the Government through outside sources.

- (4) Applicant's audit reports and findings from audits performed on the Applicant pursuant to 2 CFR Part 200 Subpart F—Audit Requirements or the reports and findings of any other available audits;

- (5) Applicant's ability to effectively implement statutory, regulatory, or other requirements imposed on non-Federal entities;

(6) Applicant's potential for conflict of interest if applicable; and

Note: The FHWA will review information provided by the Applicant, and any other relevant information known to DOT, to determine whether an award to the Applicant may create an actual or potential conflict of interest. If any such conflict of interest is found to exist, the AO may (a) disqualify the Applicant, or (b) determine that it is otherwise in the best interest of the United States to award to the Applicant and include appropriate provisions to mitigate or avoid such conflict in the Agreement pursuant to 2 CFR 200.112.

(7) Applicant's eligibility to receive Federal funding. Per the guidelines on government-wide suspension and debarment in 2 CFR Part 180, the Government will confirm that the Applicant and any named sub-applicants are not debarred, suspended or otherwise excluded from or ineligible for participation in Federal programs or activities.

Pursuant to 2 CFR Part 200.205, prior to making a Federal award, the Federal awarding agency is required to review information available through any OMB-designated repositories of government-wide eligibility qualification or financial integrity information, such as Federal Awardee Performance and Integrity Information System (FAPIIS), Dun and Bradstreet, and "Do Not Pay." At a minimum, the information in the system for a prior Federal award recipient must demonstrate a satisfactory record of executing programs or activities under Federal grants, cooperative agreements, or procurement awards; and integrity and business ethics.

If FHWA does not make a Federal award to a non-Federal entity because the official determines that the non-Federal entity does not meet either or both of the minimum qualification standards as described in 2 CFR 200.205, the FHWA will report that determination in FAPIIS.

3. ANTICIPATED ANNOUNCEMENT AND FEDERAL AWARD DATES

The FHWA anticipates making award on or about April 30, 2018.

SECTION F – FEDERAL AWARD ADMINISTRATION INFORMATION

1. FEDERAL AWARD NOTICES

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

Only the AO can commit the FHWA. The award document, signed by the AO, is the authorizing document. Only the AO can bind the Federal Government to the expenditure of funds.

Notice that an Applicant 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 necessary. 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.

2. ADMINISTRATIVE AND NATIONAL POLICY REQUIREMENTS

NOTE: The language presented in the following section will be included in the resulting Agreement as Award Terms. The Award Terms will consist of the following: (1) General Terms and Conditions; and (2) Special Terms and Conditions.

General Terms and Conditions

General terms, conditions, and governing regulations that will apply to the Agreement are available online at:

https://www.fhwa.dot.gov/cfo/contractor_recip/gtandc_generaltermsconditions.cfm

The online list dated March 6, 2015 of "GENERAL TERMS AND CONDITIONS FOR ASSISTANCE AWARDS" shall apply to the resulting award.

Special Terms and Conditions

A. PUBLIC ACCESS TO DOCUMENTS

The Recipient agrees that the resulting deliverables/documentation submitted to the FHWA under the Agreement may be posted online for public access and/or shared by FHWA with

other interested parties. The FHWA anticipates the documents cited in the Agreement may be posted on an FHWA website or other appropriate website.

B. INDIRECT COSTS

The Recipient's indirect costs are allowable under the Agreement in accordance with the Recipient's Federally Negotiated Indirect Cost Rates as documented in writing and approved by the Recipient's cognizant Government agency. In the absence of such Government-approved indirect rates, the following rates are approved for use under the Agreement.

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

*Types of Rates: Pred - Predetermined; Fixed - Fixed; Final – Final; Prov: Provisional/billing; or De minimus.

In the event the Recipient determines the need to adjust the rates approved by FHWA, the Recipient will 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 they do not cause the Recipient to exceed the total obligated funding.

C. DATA RIGHTS

The Recipient must make available to the FHWA copies of all work developed in performance with the Agreement, including but not limited to software and data. Data rights under the Agreement shall be in accordance with 2 CFR 200.315, Intangible property.

D. PERSONALLY IDENTIFIABLE INFORMATION (PII)

Personally Identifiable Information (PII) as defined at CFR Part 200.79 and 2 CFR 200.82 at will not be requested unless necessary and only with prior written approval of the AO with concurrence from the AOR.

E. AVAILABLE FUNDING

The total estimated amount of Federal funding that may be provided under the Agreement is \$ (to be filled in at award) for the entire period of performance, subject to the limitations shown below:

- (1) Currently, Federal funds identified on page 1 of the award document, are obligated to the Agreement.
- (2) Subject to availability of funds, and an executed document by the AO, the difference between the current funding and the total estimated amount of Federal funding may be obligated to the Agreement.
- (3) The FHWA's liability to make payments to the Recipient is limited to those funds obligated under the Agreement as indicated above and any subsequent amendments.

F. KEY PERSONNEL

Pursuant to 2 CFR 200.308(c)(2), the Recipient must request prior written approval from the AO for any change in Key Personnel specified in the award. The following person(s) are/have been identified as Key Personnel:

Name	Title/Position
(***) to be filled in at award (***)	

G. PROGRAM INCOME

Pursuant to 2 CFR 200.307, Program income earned during the agreement period must be added to the Federal award and used for the purposes and under the conditions of the Federal award, unless otherwise approved by the AO. Program income must not be used to offset the Federal or Recipient contribution to this project.

H. SUBAWARDS/SUBCONTRACTS

NOTE: Recipients with a procurement system deemed approved and accepted by the Government or by the AO are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.326.

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

The following subawards/subcontracts are currently approved under the Agreement:

Name
(*** to be filled in at award ***)

Approval of each subaward/subcontract is contingent upon a fair and reasonable price determination, and approval by the AO for each proposed subcontractor/sub-recipient. Consent to enter into subawards/subcontracts will be issued through a formal amendment to the Agreement.

I. ORDER OF PRECEDENCE

The Recipient's technical and budget applications are accepted, approved, and incorporated herein as Attachments A and B. In the event of any conflict between the Agreement document and the Recipient's proposal and/or application, the Agreement document shall prevail.

J. DESIGNATION AS RESEARCH OR NON-RESEARCH AGREEMENT

The agreement is designated as: NON-RESEARCH

K. CONFERENCE SUPPORT RESTRICTIONS

The Recipient must obtain written approval from the AOR prior to incurring any costs for conference support. See the definition of conference as contained in 2 CFR 200.432.

Food and beverage costs are not allowable conference expenses for reimbursement under the Agreement.

NOTE: Costs of meals are allowable as a travel per diem expense for individuals on travel status and pursuant to the Travel clause of the Agreement.

L. DISPUTES

The parties to the Agreement will communicate with one another in good faith and in a timely and cooperative manner when raising issues under this 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 the Agreement and whether or not involving alleged breach of the Agreement, may be raised only under this Disputes provision.

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

Failing resolution by mutual agreement, the aggrieved party will document the dispute by notifying the other party in writing of the relevant facts, 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 one level above the AO. The AO will conduct a review of the matters in dispute and render a decision in writing within thirty calendar days of receipt of such written request. Any decision of the AO is final and binding unless a party will, within thirty calendar days, request further review as provided below.

Upon written request to the FHWA Director, Office of Acquisition and Grants Management or designee, made 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 will be further reviewed. This review will be conducted by the Director, Office of Acquisition and Grants Management. Following the review, the Director, Office of Acquisition and Grants Management, will resolve the issues and notify the parties in writing. Such resolution is not subject to further administrative review and to the extent permitted by law, will be final and binding. Nothing in the Agreement will be intended to prevent the parties from pursuing disputes in a United States Federal Court of competent jurisdiction.

SECTION G – FEDERAL AWARDING AGENCY CONTACTS

Address any questions to:

Freida Byrd, Agreement Specialist

Federal Highway Administration

Office of Acquisition and Grants Management

Email Freida.Byrd@dot.gov

Phone 202-366-6547

Secondary point of contact is:

Sarah Tarpgaard, Agreement Officer

Federal Highway Administration

Office of Acquisition and Grants Management

Email Sarah.Tarpgaard@dot.gov

Phone 202-366-5750