

**U.S. Department of Transportation  
Pipeline and Hazardous Materials Safety Administration (PHMSA)**

**Funding Opportunity Number# DTPH56-10-G-000001  
“Grant Agreement for Administrative Director”  
Application Instructions**

**ELIGIBILITY:**

This is a sole-source grant agreement between the National Association of Pipeline and Hazardous Materials Safety Administration Safety Representatives (NAPSR) and the Pipeline and Hazardous Materials Safety Administration (PHMSA).

**GRANT AGREEMENT PROPOSAL REQUIREMENTS:**

**Grants.gov Required Application Forms:**

**1. Application for Federal Assistance (SF 424)**

- Detailed guidance on filling out the SF 424 is provided on page 3 of this document.

**2. Project Abstract**

- The Applicant will upload a one-page project abstract.

**3. Budget Information for Non-Construction Programs (SF-424A)**

- For each task identified in the Statement of Work (Attachment 1), the Applicant must provide a cost estimate that includes details on the personnel, fringe benefits, travel, equipment, supplies, contractual, indirect costs, and other costs to be funded through the grant.

**4. Budget Narrative Attachment Form**

- The Applicant will upload supporting documentation for the budget estimate.

**5. Grants.gov Lobbying Form**

- Read the “Certification Regarding Lobbying” statement and complete the information for the Authorized Representative.

**6. Attachments**

Applicant must include the following attachment as part of the application package:

- ✓ **Project Plan** – The Project Plan should describe how the Tasks identified in the Statement of Work (attachment 1) will be addressed. The Plan must include detailed narrative information to include the following:
  - a. Purpose;
  - b. Goals;
  - c. Objectives;
  - d. Implementation Strategies; and
  - e. Proposed Task-Specific Deliverables

**SUBMISSION OF APPLICATION:**

After completion of forms, move all forms to the submission list using the “Move Form to Submission List” button. Applicant will then be required to “Save” the application before being allowed to use the “Submit” function.

NOTE: “Application Filing Name” is a required field and should be filled in with Applicant’s name.

**Completed applications must be submitted on or before the announcement close date of Friday, February 12, 2010.**

**TERMS AND CONDITIONS OF AWARD:**

Prior to award, the Recipient must comply with the certification requirements of 49 CFR Part 20, Department of Transportation New Restrictions on Lobbying, 2 CFR Part 1200, Department of Transportation Nonprocurement Debarment and Suspension, and 49 CFR Part 32, Governmentwide Requirements for Drug Free Workplace (Financial Assistance).

If award is made, the Recipient will be subject to the Award Terms and Conditions (Attachment 2). The Recipient will also be subject to any additional terms and conditions of the resulting Grant Agreement document.

**SF 424 Instructions:**

Block 1: Check “Application”

Block 2: Check “New”

Blocks 3, 4, 5, 6, and 7: Leave Blank

Blocks 8: Complete sections a–f

Block 9: Select appropriate “Applicant Type” from drop-down menu.

Block 10: If not already pre-filled, type “DOT/PHMSA”

Block 11: Leave Blank

Block 12: If not already pre-filled, type “DTPH56-09-SN-0005” for the Funding Opportunity Number and “Research Project for Hydrogen Storage Manufacturing” for the Title.

Block 13: Leave Blank

Block 14: Enter “US-all.”

Block 15: Enter a brief descriptive title of the proposed project.

Block 16a: Enter appropriate district.

Block 16b: Enter “US-all.”

Block 17a: Enter proposed project Start date.

Block 17b: Enter proposed project End date.

Block 18: Enter estimated funding for the project. All boxes must be completed. Enter “0” if not applicable.

Block 19: Check “c. Program is not covered by E.O. 12372.”

Block 20: Check appropriate box.

Block 21: Read the certification statement. You must check the “I agree” box if you wish to continue with the application process. Complete the information for the Authorized Representative. Fields marked with an “\*” are required except for the last two fields which will be completed by Grants.gov upon submission.

**Pipeline and Hazardous Materials  
Safety Administration (PHMSA)**

**STATEMENT OF WORK  
TITLE: ADMINISTRATIVE DIRECTOR**



## STATEMENT OF WORK

### A. BACKGROUND

The National Association of Pipeline Safety Representatives ("NAPSR") is a non-profit organization of state pipeline safety personnel who serve to promote pipeline safety in the United States and its territories. The Association supports the safe delivery of pipeline products by working closely with the Federal Office of Pipeline Safety, the industry and other interested organizations. NAPSR's Board of Directors include: a Chairperson, a Vice-Chairperson, a Secretary, a Treasurer, the immediate past Chairperson and two directors from each of NAPSR's five regions.

### B. OBJECTIVE

The objective of this grant is to provide NAPSR with an Administrative Director. The Administrative Director will perform day-to-day administration and other work assignments of the organization under the direction of the National Chairperson. The Administrative Director will serve at the pleasure of the Board of Directors.

### C. SCOPE OF WORK

The Administrative Director will provide administrative support for the NAPSR association under the direction of the NAPSR National Chairperson by performing day-to-day administration and routine work of the organization.

### D. QUALIFICATIONS & SKILL SETS

This position requires that an individual at a minimum:

- Have a high level of self motivation to accomplish the day-to-day work of the Association with very little supervision;
- Have five to ten years general business management experience in the administration of a successful organization, department, company or association;
- Have experience and the ability to work effectively with groups with diverse interests and, if needed, be able to present NAPSR's positions;
- Possess excellent written and oral communication skills;
- Have working knowledge of the federal and states safety regulatory processes;
- Have working knowledge of the pipeline safety regulations; and
- Have the ability to bring about consensus on different issues.

### E. TASKS

The individual occupying this position will perform all day-to-day administration and work of the NAPSR organization under the direction of the Chairperson. The

Administrative Director serves at the pleasure of the Board of Directors. As directed by the Chairperson, the Administrative Director may:

- Represent NAPSRS, as needed, in accordance with the policies of the Association, on matters that affect the organization before Congress, the Federal Office of Pipeline Safety, the industry organizations and others;
- Perform day-to-day administration and routine work of the organization, as directed by the Chairperson;
- Assist all NAPSRS Committee Chairs and participate in Committee meetings when directed by the Chairperson;
- Develop and maintain mutually beneficial and effective relationships with organizations such as the Pipeline and Hazardous Materials Safety Administration, pipeline industry organizations, the various standards committees, etc.;
- Advise the Chairperson and the Board of Directors on matters affecting the Association's mission;
- Coordinate and assist in arranging the Association's Annual Meeting;
- Assist in preparing the Board agenda and send notices to members;
- Attend the Association Annual Meeting and the Regional meetings when directed by the Chairperson;
- Draft and recommend policies as requested by the Chairperson to the Board of Directors;
- Assist in developing recommendations for a long term strategic plan, working closely with the Grant Allocation and Strategic Planning Committee;
- Assist in implementing the strategies and help meet the objectives of the adopted strategic plan;
- Maintain a complete record of the Association's minutes, policies, procedures, bylaws, etc.
- Work closely with the Association's Treasurer in developing the organization's budget;
- Prepare reports as requested by the Chairperson and the Board of Directors;
- Advise the Chairperson and the Board on matters of legislation affecting pipeline safety;
- Monitor the work of NAPSRS committees as well as meetings attended by NAPSRS-designated representatives, and see that summary reports are forwarded to the Chairperson and the Board;
- Perform other tasks as directed by the Chairperson.

## F. DELIVERABLES

### 1. Financial Reporting Requirements

(a) Recipients must submit an original and two copies of the Financial Status Report (Standard Form 269) to report the status of funds for all non-construction grants and construction grants not later than 30 days after completion of each quarter of the project, except that the final Financial Status Report is due 120 days after project completion. All reports should be prepared on an accrual basis;

however, if the Recipient's accounting records are not normally kept on the accrual basis, the recipient is not required to convert its accounting system, but is to develop such information through best estimates based on analysis of the documentation on hand. Reports should be submitted to the Agreement Administrator, Fazal E. Mirza.

(b) If this agreement provides for advances to the recipient, the recipient must submit an original and two copies of a Federal Cash Transaction Report (Standard Form 272) fifteen (15) working days following the end of each quarter.

(c) The Recipient must use the Request for Advance or Reimbursement (Standard Form 270) when a Letter of Credit is not authorized by this agreement. An original and two copies must be submitted not more often than quarterly to the designated office.

## 2. Monitoring and Reporting Project Performance

(a) The Recipient must submit a quarterly report that includes a brief summary of progress to date, a description of any problem that may impede performance, along with proposed corrective action, schedule status of work for subsequent months and the Financial Status Report (or request for advance or reimbursement if used in lieu of the Financial Status Report). The report is to be submitted by the 15<sup>th</sup> day after the end of each 3-month period. A separate report for the final 3-months is not needed because the final progress report due 4 months (120 days) after project completion will cover this period.

(b) If any performance review the Recipient conducts discloses the need for change in the budget estimates in accordance with the criteria established in Article 6.B. above, "Consideration and Payment - Approved Project Budget", the Recipient must submit a request for budget revision.

## 3. Final Report

The Recipient must submit an original and two (2) copies of a Final Report that details all of the work performed under this Grant. The report is due 120 days after project completion. The Recipient must submit the Final Report to the AA (1 copy) and Agreement Officer Technical Representative (2 copies).

## G. PERIOD OF PERFORMANCE:

The period of performance for this grant is for two (2) years from its effective date, with options for two (2) additional one-year periods, totaling four (4) years, as approved by the Agreement Officer.

**Department of Transportation  
Pipeline and Hazardous Materials Safety Administration (PHMSA)**

**Financial Assistance Awards to Non-Profit Organizations  
Award Terms and Conditions**

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## 1. Definitions

- a) **Recipient** – An organization receiving financial assistance directly from Federal awarding agencies to carry out a project or program.
- b) **Agreement Officer (AO)** – The AO has full authority to negotiate, administer, and execute all business matters of the award. Further, should any changes to the scope, budget, schedule, or any other terms of the agreement become necessary, only the AO has the authority to amend the award.
- c) **Agreement Administrator (AA)** – The AA is responsible for the daily administration of the award. The AA is NOT AUTHORIZED to change the scope, budget, specifications, and terms and conditions as stated in the award, to make any commitments that otherwise obligates the Government or authorize changes which affect the award budget, delivery schedule, period of performance, or other terms and conditions.
- d) **Agreement Officer's Technical Representative (AOTR)** – The AOTR assists in monitoring the work under the award. The AOTR will oversee the technical administration of the award and will act as a technical liaison with the performing organization. The AOTR is NOT AUTHORIZED to change the scope, budget, specifications, and terms and conditions as stated in the award, to make any commitments that otherwise obligate the Government or authorize changes which affect the award budget, delivery schedule, period of performance, or other terms and conditions.
- e) **Principal Investigator (PI)** – The PI is the individual designated by the Recipient and approved by PHMSA who is responsible for the technical direction of the project. The PI cannot be changed or become someone substantially less involved than was indicated in the Recipient's proposal, without prior written approval of the Agreement Officer.

## 2. Recipient Responsibilities

In accepting a PHMSA financial assistance award (grant or cooperative agreement), the Recipient assumes legal, financial, administrative, and programmatic responsibility for administering the award in accordance with the laws, rules, regulations, and Executive Orders governing grants and cooperative agreements, and these Award Terms and Conditions, including responsibility for complying with any provisions included in the award.

Failure to comply with these requirements may result in suspension or termination of the award and PHMSA recovery of funds.

## 3. Compliance with Award Terms and Conditions

Submission of a signed Request for Advance or Reimbursement (payment request) form constitutes the Recipient's agreement to comply with and spend funds consistent with all the terms and conditions of this award.

## 4. Order of Precedence

Any inconsistency or conflict in the terms and conditions specified in this Grant shall be resolved according to the following order of precedence:

- a) The Federal statute authorizing this award or any other Federal statutes, laws, regulations or directives directly affecting performance of this Grant.
- b) Terms and Conditions of this Grant.

**NOTE: OMB Circulars are available at: [www.whitehouse.gov/omb/circulars](http://www.whitehouse.gov/omb/circulars).**

**5. Uniform Administrative Requirements**

49 CFR 19, “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations” establishes administrative standards to ensure consistency among recipients of Federal awards. These include financial and program management, property and procurement standards, cost-sharing or matching, and reporting and record retention.

OMB Circular A-110, “Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations”, Relocated to 2 CFR, Part 215, is incorporated by reference into this award.

49 CFR 19 is available at: <http://www.dot.gov/ost/m60/grant/49cfr19.htm>.

**6. Federal Cost Principles**

PHMSA will determine if costs incurred by a Recipient are allowable in accordance with the applicable statutory limitations, Federal cost principles and terms and conditions of the award.

Nonprofit organizations are subject to the provisions of OMB Circular A-122, “Cost Principles for Nonprofit Organizations,” codified in 2 CFR 230.

OMB Circular A-122, codified in 2 CFR 230, is incorporated by reference into this award.

2 CFR 230 is available at:

[http://www.whitehouse.gov/omb/assets/omb/fedreg/2005/083105\\_a122.pdf](http://www.whitehouse.gov/omb/assets/omb/fedreg/2005/083105_a122.pdf).

**7. Audit Requirements**

OMB Circular A-133, “Audits of States, Local Governments, and Nonprofit Organizations,” includes specific guidance for conducting financial and compliance audits. The threshold for requiring an A-133 audit is \$500,000 in yearly expenditures of Federal funds. This amount is the aggregate of funds from all Federal sources.

OMB Circular A-133 is incorporated by reference into this award.

OMB Circular A-133 is available at:

<http://www.whitehouse.gov/omb/assets/omb/circulars/a133/a133.pdf>.

**8. Restrictions on Use of Funds for Lobbying or in Support of Litigation**

Pursuant to 49 U.S.C. § 60134(g) a Recipient may not use funds for lobbying or in direct support of litigation.

The Recipient may not conduct political lobbying, as defined in the statutes, regulations, and 2 CFR 225– “Lobbying”, within the Federally-supported project. The Recipient may not use Federal funds for lobbying specifically to obtain grants and cooperative agreements. The Recipient must comply with 49 CFR 20, U.S. Department of Transportation “New Restrictions on Lobbying.”

49 CFR 20 is incorporated by reference into this award.

49 CFR 20 is available at: <http://www.dot.gov/ost/m60/grant/regs.htm>.

**9. Nondiscrimination**

The Recipient must comply with Title VI of the Civil Right Act of 1964, which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied benefits of, be subject to discrimination under any program or activity receiving Federal financial assistance. The Recipient must comply with 49 CFR 21, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964”

49 CFR 21 is incorporated by reference into this award.

49 CFR 21 is available at: <http://www.dot.gov/ost/m60/grant/regs.htm>.

**10. Governmentwide Debarment and Suspension (Non-procurement)**

The Recipient must comply with the provisions of EO 12549, “Debarment and Suspension,” which generally prohibits entities that have been debarred, suspended, or voluntarily excluded from participating in Federal non-procurement transactions either through primary or lower-tier covered transactions. The Recipient must comply with 2 CFR Part 1200, “Non-Procurement Suspension and Debarment .”

Recipients are encouraged to subscribe to and utilize the Monthly Lists of Parties Excluded from Federal Procurement or Nonprocurement Programs published by GSA and found at: [www.epls.gov](http://www.epls.gov).

2 CFR Part 1200 is incorporated by reference into this award.

49 CFR Part 1200 is available at: [2 CFR Part 1200](#).

**11. Drug-Free Workplace**

The Recipient must comply with the provisions of Public Law 100-690, Title V, Subtitle D, “Drug-Free Workplace Act of 1988,” which require the Recipient to take steps to provide a drug-free workplace. The Recipient must comply with 49 CFR 32, “Governmentwide Requirements for Drug Free Workplace (Financial Assistance).”

49 CFR 32 is incorporated by reference into this award.

49 CFR 32 is available at: <http://www.dot.gov/ost/m60/grant/regs.htm>.

**12. DOT Order 4600.17A, “Financial Assistance Management Requirements”**

DOT Order 4600.17A is incorporated by reference into this award.

DOT Order 4600.17A is available at: <http://www.dot.gov/ost/m60/grant/ord4600.htm>.

**13. Treasury Circular No. 1075, “Regulations Governing Withdrawal of Cash From the Treasury for Advances Under Federal Grant and Other Programs (31 CFR 205)”**

Treasury Circular No. 1075 is incorporated by reference into this award. This Circular can be found in Appendix 1 of Volume 1, Part 6, Chapter 2000 of the Treasury Financial Manual at: <http://fms.treas.gov/tfm/vol1/v1p6c200.txt>.

**14. Payments**

Payment to a Recipient will be made in advance, provided the Recipient maintains or demonstrates the willingness to maintain the following in accordance with 49 CFR. 19.22: (1) written procedures that minimize the time elapsing between the transfer of funds and disbursement by the Recipient, and (2) financial management systems that meet the standards for fund control and accountability. If these items are not met, payment will be made by reimbursement.

Subject to the requirements in 49 CFR 19.22 being met, a first payment for 50% of the award amount will be made shortly after the effective date of award, subsequent to receipt of the completed SF-270. A second payment for the remaining 50% will be made upon receipt and approval of the Progress Report, the Mid-term Financial Status Report, and a completed SF-270.

Reimbursement/Advance payments will be made after the receipt of "Request for Advance or Reimbursement," Standard Form SF-270. Each request must be submitted in an original to the AA, one copy to the AOTR and one copy to the Payment Office listed below:

U.S. Department of Transportation  
 Federal Aviation Administration, MMAC  
 Financial Operations, AMZ-160  
 P.O. Box 269039  
 Oklahoma City, OK 73126-9039  
 Attn: Ms. Margaret Gorman  
 (405) 954-7468

- a) Method of payment.
  - i) The Government will make all payments under this agreement by electronic funds transfer (EFT), except as provided by paragraph (a)(ii) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.
  - ii) If the Government is unable to release one or more payments by EFT, the Recipient agrees either to –
    - (a) Accept payment by check or some other mutually agreeable method of payment; or
    - (b) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph d. of this clause).
- b) Recipient's EFT information. The Government will make payment to the Recipient using the EFT information contained in the Central Contractor Registration (CCR) database. If the EFT information changes, the Recipient is responsible for providing the updated information to the CCR database.
- c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.
- d) Suspension of payment. If the Recipient's EFT information in the CCR database is incorrect, the Government is not obligated to make payment to the Recipient under this agreement until the correct EFT information is entered into the CCR database.

An invoice or agreement-financing request is not a proper invoice for the purpose of prompt payment under this agreement.

- e) Recipient EFT arrangements. If the Recipient has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Recipient has not notified the Government of the payment receiving point applicable to this agreement, the Government will make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.
- f) Liability for uncompleted or erroneous transfers.
  - i) If an uncompleted or erroneous transfer occurs because the Government used the Recipient's EFT information incorrectly, the Government remains responsible for –
    - (a) Making a correct payment;
    - (b) Paying any prompt payment penalty due; and
    - (c) Recovering any erroneously directed funds.
  - ii) If an uncompleted or erroneous transfer occurs because the Recipient's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and –
    - (a) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Recipient is responsible for recovery of any erroneously directed funds; or
    - (b) If the funds remain under the control of the payment office, the Government will not make payment, and the provisions of paragraph d. of this clause apply.
- g) EFT and prompt payment. A payment will have been made in a timely manner in accordance with the prompt payment terms of this agreement if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.
- h) EFT and assignment of claims. If the Recipient assigns the proceeds of this agreement, the Recipient must require, as a condition of any such assignment, that the assignee register in the CCR database and be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause will apply to the assignee as if it were the Recipient. EFT information that shows the ultimate recipient of the transfer to be other than the Recipient, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph d. of this clause.
- i) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Recipient's financial agent.
- j) Payment information. The payment or disbursing office will forward to the Recipient available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Recipient to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with

paragraph a. of this clause, the Government will mail the payment information to the remittance address contained in the CCR database.

#### **15. Financial Reporting**

- a) Mid-term Financial Status Report: During the performance of the grant, the Recipient must submit a Financial Status Report (Standard Form 269) to report the status of funds to the AA. The AA will provide specific reporting requirements after award.
- b) Financial Status Report: At the end of the grant, the Recipient must submit a Final Financial Status Report (Standard Form 269) to report the status of all funds to the AA.

#### **16. Performance Monitoring**

- a) Progress Report: During the performance of the grant, the Recipient must provide letter-type written reports to the AOTR and the AA. The report must include a description of how the funds were used to improve the program. The AOTR will provide specific reporting requirements after award.
- b) Final Report: At the end of the grant, the Recipient must deliver a final report to the AOTR and the AA that describes the results of all activities undertaken as a result of this grant. The AOTR will provide specific reporting requirements after award.

#### **17. Adherence to Original Project Objectives and Budget Estimates**

- a) The Recipient is responsible for any commitments or expenditures it incurs in excess of the funds provided by an award. Expenditures incurred prior to the effective date of an award cannot be charged against an award unless provided for in the award.
- b) The Recipient must submit any proposed change that requires PHMSA's written approval 30 days prior to the requested effective date of the proposed change. PHMSA will not approve any change to the award during the last 30 days of the award period.

#### **18. Prior Approvals**

- a) The following expenditures require the AO's advance written approval:
  - i) Changes in the scope, objective, or key personnel referenced in the Recipient's proposal.
  - ii) Change in the project period. PHMSA must receive this request no later than 30 calendar days prior to the end of the project period. The Recipient must submit a revised budget indicating the planned use of all unexpended funds during the extension period.
- b) The Recipient must submit a revised financial estimate and plan for i) and ii) above.
- c) The AA will notify the Recipient in writing within 30 calendar days after receipt of the request for revision or adjustment whether the request has been approved.

#### **19. Contracting with Small and Minority Firms, Women's Business Enterprises, Veteran-Owned, and HubZone Area Firms**

- a) It is the Department of Transportation (DOT) policy to award a fair share of contracts to small minority business, women-owned and HubZone firms. DOT is strongly committed to the objectives of this policy and encourages all Recipients of its Grants and Cooperative Agreements to take affirmative steps to ensure such fairness on the awarding of any subcontracts.

- b) The Recipient and any Sub-recipients are encouraged to take all necessary affirmative steps to assure that small, women-owned, minority disadvantaged businesses, veteran, and HUBZone business firms are used when possible.
- c) Affirmative steps include:
  - i) Placing qualified small and minority-disadvantaged businesses, women owned business enterprises, veteran-owned and HUBZone business firms on solicitation lists;
  - ii) Assuring that small and minority businesses, women's business enterprises, veteran-owned and HUBZone business firms are solicited whenever they are potential sources;
  - iii) Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by small and minority businesses, women's business enterprises, veteran-owned, and HUBZone business firms;
  - iv) Establishing delivery schedules, when economically feasible, into small tasks or quantities to permit maximum participation by small and minority business, women's business enterprises, veteran-owned, and HUBZone business firms; and
  - v) Using the services and assistance of the Small Business Administration and the Office of the Small and Disadvantaged Business Utilization of the Department of Transportation, as appropriate.

## 20. Seat Belt Use Policies and Programs

In accordance with Executive Order 13043, the Recipient is encouraged to adopt on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this presidential initiative. For information on how to implement such a program or for statistics on the potential benefits and cost-savings to your company or organization, please visit the Buckle Up America section on NHTSA's website at [www.nhtsa.dot.gov](http://www.nhtsa.dot.gov). Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in Washington, D.C. dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to help with technical assistance, a simple, user-friendly program kit, and an award for achieving the President's goal of 85 percent seat belt use. NETS can be contacted at 1-888-221-0045 or visit its website at [www.trafficsafety.org](http://www.trafficsafety.org).

## 21. Rights in Technical Data

Rights to intangible property under this agreement are governed in accordance with 49 CFR 19, Sec. 19.36, "Intangible Property."

## 22. Notice of News Releases, Public Announcements, and Presentations

The Recipient must have the AO's prior approval of all press releases, formal announcements, or other planned written issuance containing news or information concerning this Grant Agreement before issuance. The Recipient must provide two (2) copies of the document to the AO and AOTR for review prior to release. Also, the AO must approve any planned presentations/briefings related to this Grant Agreement, as well as the actual presentation (e.g. slides/vu-graphs) to be used.

**23. Violation of Award Terms**

If the Recipient has materially failed to comply with any term of the award, the Agreement Officer may suspend, terminate, or take other remedies as may be legally available and appropriate in the circumstances.

**24. Fraud, Waste, or Abuse**

The DOT Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Such reports are kept confidential and callers may decline to give their names if they choose to remain anonymous. The number is: (800) 424-9071.

The mailing address is:

DOT Inspector General Hotline  
P.O. Box 708  
Fredericksburg, VA 22404  
Phone: 1.800.424.9071  
Fax: 540.373.2090  
Email: [hotline@oig.dot.gov](mailto:hotline@oig.dot.gov)  
Web: <http://www.oig.dot.gov/Hotline>