



**U.S. Department
of Transportation**

Pipeline and Hazardous
Materials Safety
Administration
(PHMSA)

Grant Opportunity

Pipeline Safety Information Grants to Communities - Technical Assistance Grants (TAG)

Fiscal Year 2015

Closing Date: April 22, 2015

Closing Time: 2:00 PM Eastern Time

**Catalog of Federal Domestic Assistance Number (CFDA)
20.710 "Technical Assistance Grants"**

PHMSA Funding Opportunity Announcement (FOA)

DTPH5615SN0002

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

**Grant and Cooperative Agreement
Terms and Conditions**

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Program Summary

Federal Agency Name: U.S. Department of Transportation (DOT)
Pipeline and Hazardous Materials Safety Administration
(PHMSA)

Federal Agency Contact: PHMSA
Acquisition Services Division
1200 New Jersey Avenue, SE, E22-302
Washington, D.C. 20590
Attn: Mahua Mazumdar

Funding Opportunity Title: "Pipeline Safety Information Grants to Communities -
Technical Assistance Grants (TAG)"

Announcement Type: Initial announcement.

Funding Opportunity Number: DTPH5615SN0002

CFDA Number: 20.710

Eligible Applicants: Applicants for Technical Assistance Grants must be local communities or groups of individuals (not including for-profit entities) relating to the safety of pipeline facilities in local communities, other than facilities regulated under Public Law 93-153 (43 U.S.C. 1651 et seq.). Eligible applicants include cities, towns, villages, counties, parishes, townships, and similar governmental subdivisions, or consortiums of such subdivisions.

Dates: Grant Opportunity Issue Date: February 2, 2015
Application Due Date: April 22, 2015, 2:00 PM ET.

Questions on how to apply: Carrie Winslow
(757) 689-3168
carrie.winslow@dot.gov

Grant Related Questions: Mahua Mazumdar
(202) 366-1282
mahua.mazumdar@dot.gov

Grants.gov Questions: Grants.gov Contact Center
(800) 518-4726
support@grants.gov

SECTION A – PROGRAM DESCRIPTION

A.1 Statement of Purpose

The Pipeline and Hazardous Materials Safety Administration (PHMSA), through the U.S. Department of Transportation (DOT), hereby requests applications from local communities and groups of individuals (not including for-profit entities) to obtain funding for technical assistance in the form of engineering or other scientific analysis of pipeline safety issues affecting the local community or to help promote public participation in official proceedings (excluding non-official proceedings) pertaining to pipeline safety issues.

A.2 Program Authority (Statute and Regulation)

49 U.S.C. 60130, Pipeline Safety Information Grants to Communities, also known as Technical Assistance Grants (TAG).

A.3 Background

Experience shows that informed communities play a vital role in the safety and reliability of pipeline operations. The Technical Assistance Grants (TAG) program, first authorized in the Pipeline Safety Improvement Act of 2002 (Act) (P. L. 107-355, codified at 49 U.S.C. 60130), offers new opportunities to strengthen the depth and quality of public participation in pipeline safety matters. Section 9 of the Act, titled: “Pipeline Safety Information Grants to Communities” authorized the Secretary of Transportation to make grants to local communities and organizations for technical assistance relating to pipeline safety issues. The TAG program has been amended by Section 5 of the Pipeline Inspection, Protection, Enforcement and Safety Act of 2006 (PIPES Act of 2006) (P.L. 109-468) and the Pipeline Safety, Regulatory Certainty, and Job Creation Act of 2011 (P.L. 112-90).

These grants will allow communities and groups of individuals to obtain funding for technical assistance in the form of engineering or other scientific analysis of pipeline safety issues and help promote public participation in official proceedings. For purposes of grants eligibility, communities are defined as cities, towns, villages, counties, parishes, townships, and similar governmental subdivisions, or consortiums of such subdivisions. A nongovernmental group of individuals is eligible for a grant under the TAG program if its members are affected or potentially affected individuals who are incorporated as a non-profit organization in the state where they are located.

SECTION B – FEDERAL AWARD INFORMATION

B.1 Funding

The Pipeline Safety, Regulatory Certainty, and Job Creation Act of 2011 has authorized up to \$1,500,000 per year for the TAG program (49 U.S.C. 60130 (d)). The amount of any grant may not exceed \$100,000 for a single grant recipient. However, total available funding and the maximum award amount are contingent upon an enacted budget appropriating funding for the program.

The funds authorized for these grants may not be derived from user fees collected under 49 U.S.C. 60301.

B.2 Period of Performance

PHMSA anticipates the period of performance to be twelve (12) months from the date of award

for each grant. Applicants must apply only for funding that can reasonably be spent within 12 months of the time of award. The performance period of a project must be 12 months or less. PHMSA anticipates that awards will be made during the fourth quarter of FY 2015. When planning for the TAG grant projects, applicants should consider having their grant projects begin towards the end of the fourth quarter of FY 2015.

B.3 Type of Award

Subject to an enacted budget, PHMSA intends to award multiple Technical Assistance Grants as a result of this funding opportunity announcement (FOA). The number of awards will depend on the quality of applications, the number of applications received, and the dollar amounts requested. Submission of an application is not a guarantee of award. PHMSA may award a grant based on an application in its entirety, award only portions of a grant application, or not award an application at all. TAG recipients from previous years are eligible to apply for a 2015 TAG. Applications should be for new projects and not for renewal or supplementation of existing projects.

SECTION C – ELIGIBILITY INFORMATION

C.1 Eligible Applicants

Applicants for Technical Assistance Grants must be local communities or groups of individuals, (communities and non-profit groups) relating to the safety of pipeline facilities in local communities, other than facilities regulated under Public Law 93-153 (43 U.S.C. 1651 et seq.). For-profit entities are not eligible for Technical Assistance Grants. Eligible applicants include cities, towns, villages, counties, parishes, townships, and similar governmental subdivisions, or consortiums of such subdivisions.

C.2 Cost Sharing

There are no cost-sharing requirements.

C.3 Other

Institutions of higher education are not eligible for TAG funding.

SECTION D – APPLICATION AND SUBMISSION INFORMATION

D.1 Address to Request Application Package

A copy of this FOA can be retrieved from www.grants.gov using the following basic search:

- (1) Keyword(s): Technical Assistance Grant
- (2) Funding Opp #: DTPH5615SN0002
- (3) CFDA Number: 20.710

PHMSA has developed a step-by-step online wizard in a web application called FedSTAR to guide applicants through the process of answering questions relevant to the “evaluation criteria,” detailed in Section E, of this funding opportunity announcement (FOA). FedSTAR will build the application package, including all required forms, for final submission through Grants.gov. Therefore, **applicants must submit an application through FedSTAR.**

To begin the process, applicants must be registered at both FedSTAR and www.grants.gov to submit an application online as required. It is highly recommended that applicants begin the registration process as soon as possible to avoid delays. **Failure to comply**

with the prescribed application requirements as described in this section will result in an application not being reviewed.

Accessing Grants.gov:

For new users, go to <http://www.grants.gov/web/grants/register.html>, or go to the main page at <http://www.grants.gov/> and click on “Register.” **Please note that new user registrations for Grants.gov can take up to two weeks to complete.** For additional questions on how to register, contact Grants.gov support. Carrie Winslow may also be able to help answer questions on applying for Grants.gov usernames/passwords as they specifically relate to the TAG program and can be reached at carrie.winslow@dot.gov or (757) 689-3168.

Accessing FedSTAR:

Using your web browser, go to <https://fedstar.phmsa.dot.gov>. For new users, or if you need assistance with your current username or password or technical support, please contact: Carrie Winslow at carrie.winslow@dot.gov or (757) 689-3168 (carrie.winslow@dot.gov).

Additional instructions on completing the application wizard and submitting your application are provided in this FOA, in Section D.2, Content and Form of Application Submission.

D.2 Content and Form of Application Submission

Each application must consist of the following:

- A. As part of the FedSTAR wizard, applicants will be asked to provide the following information:
1. Provide a clear and concise description of the work this grant will fund;
 2. Describe the proposed project scope, goals, and objectives that focus on areas where a pipeline failure could pose a significant risk to people or to unusually sensitive environmental areas (see definition in 49 C.F.R. 195.6);
 3. Describe the specific concerns the proposed project will address, including the range of risks that affected pipelines pose to the affected geographic area and the risks pipelines pose to the community;
 4. Describe how the proposed project will foster open communication with affected pipeline operators and partnerships with other key members of the community to ensure project success;
 5. Describe how the proposed project is designed to improve performance and safety over time and align with the challenges and strategies in PHMSA’s Strategic Plan (see Section H.1) in areas such as engineering, damage prevention, land use, public education, emergency response, and/or community awareness;
 6. Describe the specific project plan including resources, milestones, and estimated project costs that align with proposed project goals and objectives;
 7. Describe how proposed project results and deliverables will be measured, evaluated and disseminated to affected stakeholders; and
 8. Describe how the proposed project provides the potential for learning or technology transfer to other groups and communities.
- B. Additional information, including the following:
1. Complete applicant information (i.e., legal name, Employer/Taxpayer

- Identification Number (EIN/TIN), DUNS number, address, etc.);
2. Any attachments that support the budget request, such as vendor quotes and past invoices (optional); and
 3. Certification regarding lobbying activities.

[NOTE]:

- If your budget estimate includes *indirect costs*, please attach a copy of your *approved indirect cost rate agreement* along with your proposal. If your entity does not have an approved indirect cost rate agreement, please include a statement to that effect in your budget request.
- If your budget includes *personnel costs*, please include a complete breakdown, including *personnel title/position, hourly rate, and the number of hours expected to be spent by each personnel* on the proposed project.
- If your proposal includes *travel costs*, please include adequate details on how the cost has been calculated including travel fare, etc.
- If your proposal includes *equipment costs*, please include adequate details on how the cost has been calculated, including information on each specific equipment piece(s) required and their individual costs.

Each applicant will be prompted to enter the information described above through the FedSTAR wizard. The FedSTAR wizard will automatically complete and submit the SF-424, SF-424A, and the lobbying forms based on the applicant's responses.

- C. **Standard Title VI/Non-Discrimination Assurances: Applicants must sign, date, and return with the application, the "Standard Title VI/Non-Discrimination Assurances" specified in Attachment 2: Standard Title VI/Non-Discrimination Assurances. Specifically, applicants must complete and return pages 1, 2, and 3 (See sections highlighted in yellow). The completed documents should be submitted as an attachment with the other application materials and uploaded to FedSTAR.**

D.3 Dun and Bradstreet Universal Numbering System (DUNS) Number and System for Award Management (SAM)

Each applicant is required to: (i) Be registered in SAM before submitting its application; (ii) provide a valid DUNS number 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 under consideration by PHMSA. PHMSA may *not* make a grant award to an applicant in support of the TAG program, until the applicant has complied with all applicable DUNS and SAM requirements. **PHMSA will review an applicant's SAM registration status to make a responsibility determination.**

D.4 Submission Dates and Times

Complete applications must be received electronically through FedSTAR and Grants.gov by **2:00 PM Eastern Time on April 22, 2015**. Applicants will receive an automated receipt of the date and time of application submission.

D.5 Intergovernmental Review

The TAG program is excluded from coverage under Executive Order 12372, "Intergovernmental Review of Federal Programs."

D.6 Funding Restrictions

Funds provided under a grant award may not be used in direct support of litigation,

lobbying, or for direct advocacy for or against a pipeline construction or expansion project.

Changes in project scope, budget, objectives, project period, or key personnel will require advance written approval by the PHMSA Agreement Officer.

While operators of municipal pipeline systems are considered communities and are eligible for a TAG, **the funds may not be used for activities associated with regulatory compliance or typical operations and maintenance of pipeline facilities. This restriction includes compliance with pipeline safety integrity management regulations.**

When applying for projects that may include the purchase of equipment, applicants are encouraged to use the Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) authorized equipment list. Equipment purchases must specifically relate to pipeline safety risk assessment. New or novel equipment may still be used or included, but additional explanation or justification may be required by PHMSA before the expenditure can be approved.

D.7 Other Submission Requirements

See **Attachment 1: Terms and Conditions** of this announcement for a list of statutes and regulations that discuss allowable uses of funds.

PHMSA will only approve applications from non-profit municipal pipeline operators that propose project work that clearly exceeds what is required of pipeline operators under existing pipeline safety regulations. Examples of eligible project work include, but are not limited to:

- Adopting Pipelines and Informed Planning Alliance (PIPA) recommended practices (<http://www.pipa-info.com>);
- Increasing awareness of “811 – Call Before You Dig” program (<http://www.call811.com>);
- Developing information or technologies that could aid in pipeline emergency response, pipeline excavation damage prevention, risk-informed land use planning, community awareness, public education, and engineering (except activities already required by existing regulations); and,
- Understanding and fulfilling data needs to improve data analysis.

Questions regarding the eligibility of specific activities may be directed to Mahua Mazumdar at mahua.muzumdar@dot.gov or (202) 366-1282.

For summaries of past TAG projects, including all final reports that have been submitted to PHMSA to date, visit <http://primis.phmsa.dot.gov/tag>. Please note that in the first two years of the TAG program (2009 and 2010), the FOA did not explicitly prohibit the use of funds for regulatory compliance or operations and maintenance by municipal operators.

SECTION E – APPLICATION REVIEW INFORMATION

E.1 Evaluation Criteria

PHMSA developed TAG evaluation criteria to be used to rate and select among competing applications. Each criterion will be weighted equally and is intended to align with the challenges and strategies in PHMSA’s Strategic Plan, Section H.1. Submission of an

application is not a guarantee of award. PHMSA may award a grant based on an application in its entirety, award only portions of a grant application, or not award an application at all.

Applications will be evaluated against the evaluation criteria below:

1. The extent to which the Applicant's project scope establishes clear goals and objectives that focus on areas where a pipeline failure could pose a significant risk to people or to unusually sensitive environmental areas (see definition in 49 C.F.R 195.6);
2. The extent to which the Applicant's project scope identifies specific pipeline safety concerns or risks to address in affected geographic areas to stakeholders and/or communities;
3. The extent to which the proposal demonstrates the Applicant's experience with and commitment to foster open communication with affected operators and other key members of the community to ensure project success;
4. The extent to which the Applicant's project aligns with the challenges and strategies in PHMSA's Strategic Plan and seeks to improve performance and safety over time in areas such as engineering, damage prevention, land use, public education, emergency response, and community awareness;
5. The extent to which the Applicant's project plan clearly establishes resources, milestones, and estimated project costs that align with project goals and objectives;
6. The extent to which the Applicant's project plan identifies measureable results and deliverables and specifies how results will be evaluated and disseminated to affected stakeholders; and
7. The extent to which the Applicant's project scope provides the potential for learning or technology transfer to other groups and communities.

In addition, PHMSA expects the proposed results of the projects to be factual, unbiased, verifiable, and repeatable to the extent practicable. Applicants should also be aware that a grant award will not convey any authority to grant recipients to secure information or cooperation from pipeline operators.

E.2 Review and Selection Process

PHMSA will conduct an initial administrative review of each completed application to determine if it is complete and meets the eligibility and responsibility requirements. A team composed of representatives from local, state, and the Federal Government with expertise in pipeline safety will review and evaluate each completed application that meets the eligibility requirements and provide recommendations on awards. Final award decisions will be made by PHMSA and Departmental Leadership after taking into consideration the recommendations made by the evaluation team. Note: All Federal award recipients are required to register and maintain an active status in the System for Award Management (SAM) which can be accessed at <https://www.sam.gov/portal/public/SAM/#1>. PHMSA will review potential grant recipients' status in SAM to make a responsibility determination.

Scoring Guideline	
Exceptional	The application demonstrates that the requirements of the FOA are very well understood and the approach will likely result in a very high quality performance. The application clearly addresses and exceeds requirements with no weaknesses. The application contains outstanding features that meet or exceed on multiple dimensions the expectations of the Government. The risk of poor performance is very low.
Acceptable	The application demonstrates that the requirements of the FOA are understood and the approach will likely result in satisfactory performance. The application addresses and meets requirements with some minor but correctable weaknesses. The application demonstrates requisite experience, qualifications, and performance capabilities. The risk of poor performance is no more than moderate.
Unacceptable	The application does not meet the requirements of the FOA. The application fails to address requirements or, although it addresses and may partially satisfy some requirements; major weaknesses and/or deficiencies are noted. The application could not satisfy critical requirements without a major revision and/or a rewrite of the application or a major redirection effort. The risk of poor performance is high.

SECTION F – FEDERAL AWARD ADMINISTRATION INFORMATION

F.1 Federal Award Notices

Based on the availability of a current fiscal year appropriation and enacted budget, PHMSA's awarding official will make grants to those responsible, eligible applicants whose applications are judged most meritorious under the procedures set forth in this FOA. All funds granted by PHMSA under this FOA must be expended solely for the purpose for which the funds are granted in accordance with the approved application and budget, regulations, terms and conditions of the award, applicable Federal cost principles, and the Department's assistance regulations. Funds may not be used in direct support of litigation, lobbying, or for direct advocacy for or against a pipeline construction or expansion project.

The award document will provide pertinent instructions and information including, at a minimum, the following:

- 1) The Legal name and address of performing organization or institution;
- 2) Title of project;
- 3) Name(s) of key personnel chosen to direct and control approved activities;
- 4) Identifying award number assigned by the Department;
- 5) Project period, specifying the amount of time the Department intends to support the project;
- 6) Total amount of Departmental financial assistance approved for the project period;
- 7) Legal authority (ies) under which the award is issued;
- 8) Appropriate CFDA number;
- 9) Applicable award terms and conditions attached with the grant award at the time of award notification;
- 10) Approved total budget for categorizing allocable project funds to accomplish the

- stated purpose of the award; and
- 11) Other information or provisions deemed necessary by PHMSA to carry out its respective awarding activities or to accomplish the purpose of a particular award.

F.2 Administrative and National Policy Requirements

Several Federal statutes and regulations apply to grant applications considered for review and grants awarded under this program. See **Attachment 1: Terms and Conditions** of this announcement for a list of statutes and regulations that are applicable to this funding opportunity.

F.3 Reporting

TAG recipients must submit a letter type *mid-term progress report* half-way through the grant performance period, and, a letter type *final report* at the end of the grant performance period.

The *mid-term progress report* and the *final report* **must** include the following:

- 1) A comparison of actual accomplishments to the objectives established for the period;
- 2) Where the output of the project can be quantified, a computation of the cost per unit of output; and,
- 3) The reasons for delays if established objectives were not met.

Further, the final report must demonstrate completion of the work as outlined in the grant agreement.

In addition, each recipient of a grant must ensure that:

- 1) The technical findings made possible by the grants are made available to the relevant pipeline operators; and
- 2) Open communication is maintained between the grant recipients, local operators, local communities, and other interested parties.

In total, four (4) reports (a mid-term progress report, a mid-term financial status report, a final report, and a final financial report on the deliverables funded by the grant will be required. Standard Form 425 (SF-425) must be used for submission of the mid-term and final financial status reports.

Payments: Recipients may request up to 50 percent of the total federally funded amount of the award upon complete execution of the grant agreement. The remaining amount may be requested upon receipt and approval (by the PHMSA Agreement Officer and Agreement Officer's Representative) of the mid-term progress report.

SECTION G – FEDERAL AWARDING AGENCY CONTACTS

Questions Regarding How to Apply

Carrie Winslow

Phone: (757) 689-3168

Email: carrie.winslow@dot.gov

Grant Related Questions

Primary Point of Contact:

Mahua Mazumdar, Agreement Administrator

Acquisition Services Division
Pipeline and Hazardous Materials Safety Administration
United States Department of Transportation
1200 New Jersey Avenue, SE, E22-305
Washington, D.C. 20590
Phone: (202) 366-1282
Email: mahua.mazumdar@dot.gov

Secondary Point of Contact:
Warren Osterberg, Agreement Officer
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Washington, D.C. 20590
Phone: (202) 366-6942
Email: warren.osterberg@dot.gov

Grants.gov Questions

Grants.gov Contact Center
Phone: (800) 518-4726
Email: support@grants.gov

SECTION H – OTHER INFORMATION

H.1 PHMSA's Strategic Plan

PHMSA's Strategic Plan for 2012-2016 outlines how the agency will achieve its mission to support the Secretary's Strategic goals for State of Good Repair, Economic Competitiveness, and Livable Communities. The TAG projects must align with the agency's Strategic Plan. The Strategic Plan is available at <http://www.phmsa.dot.gov/about/mission>.

H.2 Mission and Vision

Our mission is to protect people and the environment from the risks of hazardous materials transportation by pipeline and other modes of transportation. To accomplish this, we establish national policy, implement and enforce standards, educate, and conduct research to prevent incidents. We also support the efforts of the public and first responders to reduce consequences if an incident does occur.

Our vision is that no harm to people and communities results from hazardous materials transportation. We do not accept death as an inevitable consequence of transporting hazardous materials, so we will work continuously to find innovative ways to reduce risk toward zero deaths, injuries, environmental and property damage, and transportation disruptions.

H.3 Challenges and Strategies

Some of the key challenges we expect to address over the next 5-10 years include the following:

- Changes in risk exposure
- Aging/obsolete pipeline infrastructure
- Excavation and other outside force damage to pipelines
- Human error and poor safety culture
- Understanding and targeting risk

- Mitigation and response
- Shared responsibility and collaboration with others
- Advances in technology
- Public perceptions of risk

Our general strategies include the following:

- Better understanding and targeting risks
- Strengthening our standards
- Strong enforcement
- Promoting strong safety culture and safety management systems
- Expanding public education/awareness
- Collaborating with others
- Leveraging technology and research

**Department of Transportation
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1. Definitions

- a) **Recipient** – A non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term “recipient” does not include subrecipients.
- 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 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 Representative (AOR)** – The AOR assists in monitoring the work under the award. The AOR will oversee the technical administration of the award and will act as a technical liaison with the performing organization. The AOR 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.

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. If PHMSA determines that noncompliance by the Recipient cannot be remedied by imposing additional conditions, PHMSA may take one or more of the following actions, as appropriate in the circumstances:

- a) Temporarily withhold cash payments pending correction of the deficiency by the Recipient.
- b) Disallow all, or part of, the cost of the activity or action not in compliance.
- c) Wholly or partly suspend or terminate the Federal award.
- d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180.
- e) Withhold further Federal awards for the project or program.

- f) Take other remedies that may be legally available.
- 4. Order of Precedence**
Any inconsistency or conflict in the terms and conditions specified in this award will 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 award.
 - b) Terms and Conditions of this award.
- 5. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200)**
The recipient (and any subrecipients) must comply with these requirements including the cost principles which apply to the recipient, and the audit requirements the recipient must follow. A recipient which expends \$750,000 or more of federal funds, in the recipient's fiscal year, must have an audit conducted.
- 2 CFR 200 is incorporated by reference into this award
- 6. Restrictions on Use of Funds for Lobbying or in Support of Litigation**
The Recipient may not conduct political lobbying, as defined in the statutes, regulations, and 2 CFR 200.450– “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.
- 7. 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.
- In an effort to ensure that all Recipients of PHMSA funds are aware of their responsibilities under the various civil rights laws and regulations, the PHMSA Office of Civil Rights has developed an information tool and training. These documents are found on the PHMSA website at <http://www.phmsa.dot.gov/org/civilrights/grantrecipientinformation>. If you should have any questions concerning your responsibilities under the External Civil Rights Program, please contact Rosanne Goodwill, Civil Rights Director, at 202-366-9638 or by e-mail at rosanne.goodwill@dot.gov.
- 8. Government-wide Debarment and Suspension (Non-procurement)**
The Recipient must review the “list of parties excluded from federal procurement or non-procurement programs” located on the System for Award Management (SAM) website

before entering into a sub-award. <https://www.sam.gov> No sub-award may be issued to an entity or person identified in the “list of parties excluded from federal procurement or non-procurement programs.”

[2 CFR 1200](#) “Non-procurement Suspension and Debarment” is incorporated by reference into this award.

The Recipient must inform the AO if the recipient suspends or debars a sub-awardee.

9. 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](#), “Government-wide Requirements for Drug Free Workplace (Financial Assistance)” which is incorporated by reference into this award.

10. eInvoicing (PHMSA July 2012)

Recipients of PHMSA grants, cooperative agreements, and other transaction agreements (OTA) must use the Delphi eInvoicing System.

A. Recipients’ Requirements:

Recipients must:

- have internet access to register and submit payment requests through the Delphi eInvoicing system.
- submit payment requests electronically, and receive payment electronically.

B. System User Requirements:

- Contact the PHMSA Agreement Administrator directly to sign up for the system. PHMSA will provide the recipient’s name and email address to the DOT Financial Management Office. The DOT Financial Management Office will then invite the recipient to sign up for the system.
- DOT will send the recipient a form to verify identity. The recipient must complete the form, and present it to a Notary Public for verification. The recipient will return the notarized form to:

DOT Enterprise Service Center
FAA Accounts Payable, AMK-316
PO Box 25710
Oklahoma City, OK 73125

- DOT will validate the information on the form and email a user ID and password to the recipient. Contact the PHMSA Agreement Administrator with any changes to the recipient’s system information.

Note: Additional information, including access forms and training materials, can be found on the DOT eInvoicing website (<http://www.dot.gov/cfo/delphi-einvoicing-system.html>)

C. Waivers

DOT Financial Management officials may, on a case by case basis, waive the requirement to register, and use, the electronic payment system. Waiver request forms can be obtained on the DOT eInvoicing website (<http://www.dot.gov/cfo/delphi-einvoicing-system.html>) or by contacting the PHMSA Agreement Administrator. Recipients must explain why they are unable to use or access the internet to register and enter payment requests.

All waiver requests should be sent to:

- Director of the Office of Financial Management, U.S. Department of Transportation, Office of Financial Management, B-30, Room W93-431, 1200 New Jersey Avenue SE, Washington DC 20590-0001, DOTElectronicInvoicing@dot.gov. The Director of the DOT Office of Financial Management will confirm or deny the request within approximately 30 days.
- A copy of the form should also be sent to U.S. Department of Transportation, PHMSA, Acquisition Services Division (PHA-30), Agreement Officer, 1200 New Jersey Avenue SE, Washington DC 20590-0001, Warren.Osterberg@dot.gov

If a recipient is approved for a waiver, the recipient should submit all hard-copy invoices directly to:

U.S. Department of Transportation
Federal Aviation Administration, MMAC
Financial Operations, AMK-316
P.O. Box 269039
Oklahoma City, Oklahoma 73126-9039
ATTN: Ms. Margaret Gorman
(405) 954-7468

11. Payments (PHMSA March 2014)

Recipients, upon receipt of the fully executed award document, may request up to 50% of the total federally funded amount of the award. The remaining amount may be requested, upon receipt and approval, (by the PHMSA Agreement Officer) of the “Mid-Term Report.”

Advance payments or Reimbursement payments will be made after the electronic receipt via iSupplier of “Request for Advance or Reimbursement” (Standard Form SF-270).

- 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 System for Award Management (SAM) database. If the EFT information changes, the Recipient is responsible for providing the updated information into the System for Award Management (SAM) at:
<https://www.sam.gov>
- 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 SAM 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 SAM 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 SAM 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 SAM 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 SAM 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 SAM database.

(End of Provision)

12. 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. Pre-award costs are those incurred prior to the effective date of the Federal award directly pursuant to the negotiation and in anticipation of the Federal award where such costs are necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the Federal award, *and only with the written approval of the PHMSA Agreement Officer.*
- 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.

13. 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.

14. Contracting with Small Businesses, Small Minority-Disadvantaged Businesses, and Small Businesses which are Women-Owned, Veteran-Owned, Disabled Veteran-Owned or located in HubZone Areas

- a) It is the Department of Transportation (DOT) policy to award a fair share of contracts to small businesses, small minority-disadvantaged business, and small businesses which are women-owned, veteran-owned, disabled veteran-owned or located in a

HubZone. 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 businesses, small minority-disadvantaged businesses, and small businesses which are women-owned, veteran-owned, disabled veteran-owned, or located in a HUBZone are used when possible.
- c) Affirmative steps include:
 - i) Placing qualified small businesses, small minority-disadvantaged businesses, and small businesses which are women owned, veteran-owned, disabled veteran-owned, or located in a HUBZone on solicitation lists;
 - ii) Assuring that small businesses, small minority-disadvantaged businesses, and small businesses which are women-owned, veteran-owned, disabled veteran-owned or located in a HUBZone 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 businesses, small minority-disadvantaged businesses, and small businesses which are women-owned, veteran-owned, disabled veteran-owned, or located in a HUBZone;
 - iv) Establishing delivery schedules, when economically feasible, into small tasks or quantities to permit maximum participation by small businesses, small minority-disadvantaged businesses, and small businesses which are women-owned, veteran-owned, disabled veteran-owned, or located in a HUBZone; and
 - v) Using the services and assistance of the U.S. Small Business Administration and the Office of the Small and Disadvantaged Business Utilization of the Department of Transportation, as appropriate.

15. 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. 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.

16. Ban on Text Messaging While Driving

a) *Definitions.* The following definitions are intended to be consistent with the definitions in DOT Order 3902.10 and Executive Order 13513 (E.O.). For clarification purposes, they may expand upon the definitions in the E.O.

“Driving”-

- (1) Means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.
- (2) It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

“Text messaging” --- means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

(b) In accordance with the E.O., Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, financial assistance recipients and subrecipients of grants and cooperative agreements are encouraged to:

- (1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving--
 - (i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or
 - (ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.
- (2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as--
 - (i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - (ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(c) *Assistance Awards.* All recipients and subrecipients of financial assistance to include: grants, cooperative agreements, loans and other types of assistance, shall insert the substance of this clause, including this paragraph (c), in all assistance awards.

17. Rights in Technical Data

Rights to intangible property under this agreement are governed in accordance with [2 CFR 200.315](#) - “Intangible Property.”

18. Notice of News Releases, Public Announcements, and Presentations

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

19. 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.

20. 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
1200 New Jersey Ave SE
West Bldg 7th Floor
Washington, DC 20590
Email: hotline@oig.dot.gov
Web: <http://www.oig.dot.gov/Hotline>

21. Reporting Grantee Executive Compensation, and First Tier Sub-Awards (PHMSA October, 2010)

(a) *Definitions.* As used in this provision:

“Executive” means an officer or any other employee in a management position.

“First-tier sub-award” means an award issued directly by the prime Awardee to a sub-awardee to provide support for the performance of any portion of the substantive project or program for which the award was received. A sub-award includes an agreement that the prime Awardee or a sub-awardee considers a contract.

“Total compensation” means the cash and noncash dollar value earned by the executive during the Awardee’s preceding fiscal year and includes the following:

- (1) Salary and bonus.
- (2) Awards of stock, stock options, and stock appreciation rights.
- (3) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- (4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- (5) Above-market earnings on deferred compensation which is not tax-qualified.

(6) Other compensation, if the aggregate value of all such other compensation (*e.g.*, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

(b) ***System for Award Management (SAM)***. As a recipient of a Federal award you are required to register in the System for Award Management (SAM) at: <https://www.sam.gov>

(c) ***Notification to Sub-Awardees***. Awardees are required to report information on sub-awards. The law requires all reported information be made public; therefore, the Awardee is responsible for notifying its sub-awardees that the required information will be made public.

(d) ***Reporting of First-Tier Sub-Awards***. By the end of the month following the month of award of a first-tier sub-award with a value of \$25,000 or more, the Awardee shall report the information below at <http://www.frs.gov> for each first-tier sub-award. (The Awardee shall follow the instructions at <http://www.frs.gov> to report the data.) If the Awardee, in the previous tax year, had gross income from all sources under \$300,000, the Awardee is exempt from the requirement to report subcontractor awards. If a sub-awardee, in the previous tax year had gross income from all sources under \$300,000, the Awardee does not need to report awards made to that sub-awardee.

- (1) Unique identifier (9-digit Data Universal Numbering System (DUNS) number) for the sub-awardee receiving the award, and for the sub-awardee's parent company, if the sub-awardee has a parent company.
- (2) Name of the sub-awardee.
- (3) Amount of the sub-award.
- (4) Date of the sub-award.
- (5) A description of the effort being provided under the sub-award, including the overall purpose and expected outcome or result of the sub-award.
- (6) Sub-award number (assigned by the Awardee).
- (7) Sub-awardee's physical address including street address, city, state, country, 9-digit zip code, and congressional district.
- (8) Sub-awardee's primary performance location including street address, city, state, country, 9-digit zip code, and congressional district.
- (9) The prime award number (assigned by PHMSA)
- (10) Awarding agency name. (PHMSA)
- (11) Funding agency name. (PHMSA)
- (12) Government awarding office code. (56)
- (13) Treasury account symbol (TAS) as reported in FAADS.
- (14) The applicable North American Industry Classification System (NAICS) code.

(e) ***Reporting Executive Compensation of Awardee***. If the Awardee, in the previous tax year, had gross income from all sources under \$300,000, the Awardee is exempt from the requirement to its executive compensation.

By the end of the month following the month of receipt of a prime award, and annually thereafter, the Awardee shall report the names and total compensation of each of the five most highly compensated executives for the Awardee's preceding completed fiscal year at <https://www.sam.gov> if, in the Awardee's preceding fiscal year, the Awardee received:

(1) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and sub-awards), cooperative agreements, other transaction agreements; and

(2) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and sub-awards), cooperative agreements, other transaction agreements; and

(3) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(f) **Reporting Executive Compensation of Sub-Awardees.** If the Awardee, in the previous tax year, had gross income from all sources under \$300,000, the Awardee is exempt from the requirement to report the executive compensation of sub-awardees. If a sub-awardee, in the previous tax year had gross income from all sources under \$300,000, the Awardee does not need to report the executive compensation of that sub-awardee.

By the end of the month following the month of a first-tier sub-award with a value of \$25,000 or more, and annually thereafter, the Awardee shall report the names and total compensation of each of the five most highly compensated executives for each first-tier sub-awardee for the sub-awardee's preceding completed fiscal year at <http://www.frs.gov>, if in the sub-awardee's preceding fiscal year, the sub-awardee received:

(1) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and sub-awards), cooperative agreements, other transaction agreements; and

(2) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and sub-awards), cooperative agreements, other transaction agreements; and

(3) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(End of provision)

22. Call Before You Dig Program (PHMSA SEP 2012)

Damage to pipelines during excavation is a leading cause of accidents resulting in serious injuries and fatalities, but these accidents are preventable, and you can help in preventing them.

811 is designated as the national call-before-you-dig number. Every state has a one-call law requiring excavators to have underground utilities marked before digging.

There are five steps to safer digging:

1. Make a free call to 811 a few days before digging.
2. Wait the required time – which is prescribed in state law but generally two to three days.
3. Locate/mark the utilities accurately. (This step applies to underground facility/utility owners.)
4. Respect the marks.
5. Dig with care.

The recipient is encouraged to adopt the “Call Before You Dig” program for its employees when digging on company-owned, leased, or personally-owned property. For information on how to implement such a program please visit the *811 – Call Before You Dig* section of Pipeline and Hazardous Materials Safety Administration’s (PHMSA’s) website at www.phmsa.dot.gov.

(End of provision)

23. Access to Electronic and Information Technology (PHMSA DEC 2013)

Each Electronic and Information Technology (EIT) product or service, furnished under this award, must be in compliance with the Electronic and Information Technology Accessibility Standard (36 CFR 1194), which implements Section 508 of the Rehabilitation Act of 1973, codified at 29 U.S.C. § 794d. The PHMSA Office of Civil Rights (Code PH-20) will respond to any questions, and will certify Section 508 compliance for the requirement. You can reach the PHMSA Office of Civil Rights at phmsa.civilrights@dot.gov, or 202-366-9638.

(End of provision)

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

The () (herein referred to as the “Recipient”), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the **Pipeline and Hazardous Materials Safety Administration** (PHMSA), is subject to, and will comply with, the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*)

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

*“No person in the United States shall, on the grounds of race, color, national origin, gender, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity,” for which the Recipient receives Federal financial assistance from DOT, including the **Pipeline and Hazardous Materials Safety Administration**.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of

these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above General Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted **Technical Assistance Grant Program**:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all **Technical Assistance Grant Program** and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

“The (), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that with respect to any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

- b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Recipient also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the PHMSA access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by PHMSA. You must keep records, reports, and submit the material for review upon request to PHMSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Recipient gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the **Technical Assistance Grant Program**. This ASSURANCE is binding on [REDACTED], other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the **Technical Assistance Grant Program**. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

(Name of Recipient)

by _____
(Signature of Authorized Official)

DATED _____

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, *Pipeline and Hazardous Materials Safety Administration*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *Pipeline and Hazardous Materials Safety Administration* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *Pipeline and Hazardous Materials Safety Administration*, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *Pipeline and Hazardous Materials Safety Administration* may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the *Pipeline and Hazardous Materials Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the (Title of Recipient) will accept title to the lands and maintain the project constructed thereon in accordance with (Name of Appropriate Legislative Authority), the Regulations for the Administration of *Technical Assistance Grant Program*, and the policies and procedures prescribed by the Pipeline and Hazardous Materials Safety Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the (Title of Recipient) all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto (Title of Recipient) and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the (Title of Recipient), its successors and assigns.

The (Title of Recipient), in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the (Title of Recipient) will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED
UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the *(Title of Recipient)* pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, *(Title of Recipient)* will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the *(Title of Recipient)* will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the *(Title of Recipient)* and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by ***(Title of Recipient)*** pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, ***(Title of Recipient)*** will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, ***(Title of Recipient)*** will there upon revert to and vest in and become the absolute property of ***(Title of Recipient)*** and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).