UNITED STATES DEPARTMENT OF TRANSPORTATION

National Highway Traffic Safety Administration (NHTSA)

State Notification to Consumers of Motor Vehicle Recall Status

REQUEST FOR APPLICATION (RFA) NUMBER DTNH2216R00096

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State Notification to Consumers of Motor Vehicle Recall Status

A. AGENCY: Department of Transportation (DOT), National Highway Traffic Safety Administration (NHTSA).

B. ACTION: Request for Applications (RFA) for a discretionary grant for the effort entitled State Notification to Consumers of Motor Vehicle Recall Status. Competition is limited to the department or office of the State that is responsible for motor vehicle registration. Up to six (6) awards may be made under this RFA (not to exceed $2,000,000).

C. SUMMARY: The purpose of this discretionary grant is to support the implementation of a State process for informing consumers of open motor vehicle recalls at the time of motor vehicle registration and evaluate its effect on recall completion.

D. DATES:	RFA Issue Date:	September 28, 2016
	Questions regarding RFA:	October 31, 2016 at 1:00 p.m. Eastern
	Application Due Date:	November 30, 2016 at 1:00 p.m. Eastern

E. ADDRESSES: Application(s) must be submitted to the attention of Mr. E. St. Clair Smith, Contract Specialist, via email at NHTSAOAM@dot.gov with a copy to Ewart.Smith@dot.gov, no later than 1:00 p.m. Eastern Time, on Wednesday, November 30, 2016.

Or

If electronic submission is not accessible, application(s) may be submitted via mail to the following address:

National Highway Traffic Safety Administration (NHTSA)
Office of Acquisition Management (NFO-300)
Attn: E. St. Clair Smith
1200 New Jersey Avenue, SE, W51-115
Washington, DC 20590

All applications submitted must include a reference to the NHTSA RFA No. DTNH2216R00096. Only complete packages received on or before 1:00 P.M. Eastern Time on November 30, 2016 will be considered. Applications received after the due date will not be evaluated. **NHTSA will only accept one (1) application from each applicant. See Article IX, Grant Applications.**

F. FOR FURTHER INFORMATION CONTACT: General administrative and programmatic questions must be directed to Mr. E. St. Clair Smith, Contract Specialist, at NHTSAOAM@dot.gov with a copy to Ewart.Smith@dot.gov. To allow for sufficient time to address questions appropriately, all questions must be submitted no later than 1:00 P.M. Eastern Time on October 31, 2016, via e-mail.

ARTICLE I. STATEMENT OF AUTHORITY

This Agreement between the National Highway Traffic Safety Administration (NHTSA) and the Grantee is entered into under the authority of Section 24105 of the Fixing America's Surface Transportation (FAST) Act. *See* Pub. L. No. 114-94, § 24105 (2015). This Agreement provides financial assistance for a State to conduct a program to notify consumers of open motor vehicle recalls at the time of motor vehicle registration in the State, as set forth below.

ARTICLE II. DEFINITIONS

As used in this Grant:

Contracting Officer's Representative (Assistance Agreements) "COR (AA)" - This individual is assigned by the Contracting Officer and designated in writing to serve as the government's liaison with the grantee for technical and administrative matters regarding the Grant.

Contracting Officer (CO) – The Contracting Officer is the federal government employee who possesses a warrant authorizing him/her to obligate the government financially. The CO is the ONLY individual who is authorized, on behalf of the federal government, to execute and amend the Grant.

Contract Specialist (CS) - The CS is responsible for the daily administration of the Grant.

Grantee's Grant Manager (GGM) - This individual is identified as the Grantee's liaison with the federal government for technical and administrative matters concerning this Grant.

ARTICLE III. SUPPLEMENTARY INFORMATION

A. BACKGROUND

NHTSA is responsible for reducing deaths, injuries and economic losses resulting from motor vehicle crashes. This is accomplished by setting and enforcing safety performance standards for motor vehicles and motor vehicle equipment, and through grants to state and local governments to enable them to conduct effective local highway safety programs. NHTSA investigates safety defects in motor vehicles, sets and enforces fuel economy standards, helps states and local communities reduce the threat of drunk drivers, promotes the use of safety belts, child safety seats and air bags, investigates odometer fraud, establishes and enforces vehicle anti-theft regulations and provides consumer information on motor vehicle safety issues.

The National Traffic and Motor Vehicle Safety Act, 49 U.S.C. §§ 30101 et. seq., as amended (the Safety Act), requires a motor vehicle manufacturer to notify the owners and purchasers of its vehicles of a safety-related defect, or that the vehicle does not comply with an applicable Federal motor vehicle safety standard. 49 U.S.C. § 30118. A vehicle manufacturer must provide notice of a recall, in a manner prescribed through regulation by NHTSA, to each person registered under State law as the owner and whose name and address are reasonably ascertainable by the manufacturer through State records or other available sources or (if a registered owner is not notified through State registration information) to the most recent purchaser known to the manufacturer. 49 U.S.C. § 30119(d).

In order to identify owners of vehicles subject to a safety-related recall and provide notification to them, a motor vehicle manufacturer typically contracts with a third party that obtains vehicle registration data for the affected vehicles from State motor vehicle administrations. The motor vehicle manufacturer then notifies owners and purchasers, typically by U.S. Mail, about the safety recall and, among other things, about how to obtain a remedy to fix the defect or noncompliance. *See* 49 U.S.C. § 30119(d); 49 CFR part 577. The consumer must then present the recalled motor vehicle to an authorized dealer for the dealer to remedy the defect or noncompliance. 49 U.S.C. § 30120.

Recall completion rates can and do vary widely depending on a variety of factors such as the age and type of vehicle, as well as owners perception of relative risk. Considering this wide range, regardless of completion averages, the fact remains that there are at any time a large number of vehicles on the road with unremedied safety defects or noncompliances, each one creating a safety risk. NHTSA and the motor vehicle industry have sought to improve notice of safety-related defects to owners and to develop ways to increase the rate at which owners complete the remedy identified in the notice.

Section 24105 of the FAST Act, Pub. L. No. 114-94, § 24105 (2015), provides for a two-year pilot program to evaluate the feasibility and effectiveness of a State process for informing consumers of open motor vehicle recalls at the time of motor vehicle registration in the State. (An "open recall" means a recall for which a notification by a manufacturer has been provided under section 30119 of title 49, United States Code, and that has not been remedied under section 30120 of that title.) To carry out this program, the FAST Act permits NHTSA to make a grant to up to six States. To be eligible for a grant, the Act requires a State to: submit an application in such form and manner as the Secretary prescribes; agree to notify, at the time of registration, each owner or lessee of a motor vehicle presented for registration in the State of any open recall on that vehicle; provide the open motor vehicle recall information at no cost to each owner or lessee of a motor vehicle presented for registration in the State; and provide such other information as the Secretary may require.

In preparation for the issuance of this solicitation, NHTSA took several steps. NHTSA met with the American Association of Motor Vehicle Administrators, the Alliance of Automobile

Manufacturers, the Association of Global Automakers, several motor vehicle manufacturers (Honda, General Motors, Tesla) and other stakeholders to better understand the State registration process and the challenges presented by a consumer notification program through a State registration touchpoint. NHTSA also published a Request for Information (RFI) in the Federal Register seeking stakeholder input and suggestions about the pilot notification program. *See* 81 Fed. Reg. 22367, April 15, 2016.

Commenters to the RFI provided feedback that the agency reviewed to assist in scoping this grant. *See* NHTSA Docket No. NHTSA-2016-00042. Several common themes emerged. A number of commenters asserted that the Safety Act requires the vehicle manufacturer, and not a State agency, to provide notice of a safety-related recall, and that NHTSA should not shift that obligation to the States. Other commenters recommended a national database that would house vehicle registration and recall data as the most effective approach. Still others offered that such a system would be too expensive and complex for States to establish or host, or that it would compromise registration system performance, or that it would require significant system upgrades and interoperability between State systems. One commenter urged the Federal government to host a centralized database, much like NHTSA's look-up tool based on the vehicle identification number (VIN) that could provide open recall information.

The Agency appreciates the input of all commenters. However, this pilot grant program is specific and limited in its objective. The agency has no intention of shifting the obligation to notify consumers of a safety defect from vehicle manufacturers to the States. That obligation is firmly established by statute. Nor is it within the scope of this solicitation (or within NHTSA's authority) to establish a national or centralized database or to require interoperability between State systems. Congress simply authorized this program to assess whether supplemental notice of an open safety-related recall through a State touchpoint (with up to six participating States) would increase recall remedy rates. To spur increased remedy rates under this pilot program, a State is free to propose, within certain minimum requirements set forth below, an innovative program that provides notice of an open safety recall at the time of vehicle registration.

NHTSA currently operates a VIN look-up tool for open recalls. That web-based system allows consumers to input the VIN for a motor vehicle and learn whether that vehicle is subject to any open recalls. However, as the agency explained in conversations with stakeholders and in the RFI, we do not view the VIN look-up tool as a source of open recall data for the State notice required under this pilot program. NHTSA's VIN look-up tool is intended for the use of individual consumers, and the agency does not wish to jeopardize that function by imposing the additional demands that would be required under the pilot program. Successfully accommodating such increased demands would likely require significant investments and upgrades to that system.

Such upgrades are unnecessary, however, as the private sector appears to have the capability to meet the needs of the States. As a few commenters to the RFI noted, private sector vendors offer services and have the ability to assist States in notifying consumers of an open recall at the time of registration. At least one commenter also claims the ability to track recall completion. The agency is informed that private sector vendors already assist some State departments of motor vehicles in a variety of tasks associated with registration. This pilot program does not preclude a State from hiring a vendor to assist with meeting the conditions of the pilot program or from entering into any other contract that may assist in achieving the goals of the program. In fact, the solicitation is purposefully non-prescriptive in nature, to allow States room for a flexible and innovative approach. States are free to explore any reasonable approach that satisfies the requirements of the program.

One commenter suggested that motor vehicle emissions and safety inspection stations would be a capable touchpoint for providing notice of open recalls contemplated by this pilot program. The agency is aware that State inspection requirements vary widely and that many States do not require vehicle inspection as often as vehicle registration. Such States would not be able to satisfy the statutory requirement as to the frequency of the notice—that they must agree to notify, *at the time of registration,* owners and lessees of vehicles *presented for registration*. For this reason, the agency declines to substitute the inspection station approach for the registration approach. However, a State whose inspection requirement is tied to registration *and* occurs at least as frequently as the registration requirement, is free to propose a process to make use of the functionality that may exist through its inspection stations. As noted above, NHTSA does not want to discourage innovative approaches, provided they satisfy the statutory and program requirements.

We encourage applicants to be creative and innovative when developing a proposal (application) for the pilot notification program. For example, we are interested in proposals that may offer options beyond the statutory minimum such as unique notification methods (or even follow-up notification), analysis of recall completion data on an ongoing basis to assist in program evaluation, or assessment of owners' attitudes toward a particular recall notification protocol. We look forward to reviewing resourceful approaches that will motivate owners to remedy open recalls.

B. OBJECTIVE

The objective of this Grant is to assist States with the development and implementation of a State process for informing motor vehicle owners and lessees of open motor vehicle recalls at the time of motor vehicle registration. This Grant will support a State that develops a methodology for determining open recalls on motor vehicles, informing owners and lessees of the open recalls at the time of registration, and evaluating the performance of the notification program. The State must implement the notification program for a two-year period and then evaluate the results.

ARTICLE IV. ELIGIBILITY

Applications may be submitted by the department or office of the State that is responsible for motor vehicle registration. **Interested applicants are advised that no fee or profit will be allowed under this pilot notification program.**

Applicants must have a demonstrated ability to—

- Commence the notification program within 90 days of the award;
- Obtain current open recall data in a timely manner;
- Provide open recall data without charge or cost to each owner or lessee of a motor vehicle presented for registration in the State for any open recall on that vehicle and to provide such data regardless of the manner in which the consumer registered the vehicle (e.g., counter service, Internet, U.S. Mail);
- Provide open motor vehicle recall information to the owner or lessee that consists of, at a minimum, a brief description of the safety defect or noncompliance, a statement of the risk to safety, and a statement that the authorized dealer will remedy the vehicle at no charge;
- Collect data identifying the make, model, model year and VIN of all motor vehicles presented for registration in the State during the notification period and all such motor vehicles for which notification of open recall(s) was provided;
- Collect data on and track motor vehicles for which notification of open recall(s) was provided to determine if the remedy for the recall on the vehicle was obtained for program evaluation purposes.

ARTICLE V. FUNDING

A total of $2,000,000 is available to fund up to six (6) Agreements. The total number of awards and amount of funds provided to each recipient will depend on the depth and quality of the programs/proposals submitted for consideration. Therefore, the agency may make fewer than six (6) awards. Given the amount of funds available for this effort, applicants are encouraged to seek other funding opportunities to supplement the Federal funds. Preference may be given to applicants with cost sharing or in-kind contributions identified in their proposals. Nothing in this RFA should be construed as committing NHTSA to make any award.

ARTICLE VI. GENERAL REQUIREMENTS

A. SCOPE OF WORK

Under this pilot notification program, a Grantee must have a methodology for accomplishing the following work:

- Determining open recalls on all the motor vehicles registered by the State. This includes obtaining current (not more than seven days prior to registration) open recall data. The method for obtaining open recall data must not include the use of NHTSA's VIN Look-up Tool.
- Notifying owners and lessees of the open recalls at the time of registration at no charge, including notification via all means that permit them to register vehicles within the State (e.g., in-person, Internet and U.S. mail). Notification must reasonably identify the defect and the nature of the recall, describe the safety risk presented, and convey a message that the remedy should be obtained immediately at the manufacturer's authorized dealer.
- Collecting and maintaining data that will assist in evaluating the extent to which open recalls have been identified and remedied under the program.
- Evaluating the performance of the notification program. The State must be able to identify each registered motor vehicle with an open recall at the time of registration and develop a means to track whether open recalls are remedied.

B. PERIOD OF PERFORMANCE

The period of performance for this Grant will be thirty (30) months from the date of award—three (3) months to put the notification system in place, followed by twenty-four (24) months of continuous owner and lessee notification at the time of vehicle registration in the State, followed by three (3) months to evaluate the program results and provide a report of performance to the agency.

C. SPECIFIC CONDITIONS

(A) Initial Kick-Off Meeting—The Grantee agrees to participate in a kick-off meeting within thirty (30) days of the Grant award. Key project team members and the Contracting Officer's Representative (Assistance Agreements) (COR (AA)) and other appropriate NHTSA staff will meet in an initial kick-off meeting at NHTSA headquarters in Washington, D.C. to discuss the project's objectives, planned course of action, the Grantee's methodology, responsibilities, milestones and deliverables, and to begin finalizing the project plan for the project which was submitted as a part of the application. The Grantee will prepare a 20-30 minute presentation describing the project and will be prepared to answer questions from the COR (AA) and others present at the briefing.

(B) Project Plan—The Grantee agrees to carry out the project plan described in the Grantee's application, as coordinated with the COR (AA). If needed, the Grantee will submit a revised project plan incorporating verbal and written comments from the COR (AA). This revised plan (if applicable) will be due no later than one (1) month after the date of the initial kick-off meeting with COR (AA). The revised project plan will take precedence over the Grantee's application and serve to guide the Grantee's project implementation.

(C) Commence Notification Program—The Grantee agrees to implement the notification program as described in the Grantee's project plan, as coordinated with the COR (AA). The Grantee agrees to commence the notification program no later than ninety (90) days after award.

(D) Quarterly Reports—The Grantee agrees to provide a summary of the previous quarter's activities and accomplishments as well as the proposed activities for the upcoming quarter. At a minimum, each report shall include data on the number of motor vehicles registered, the number of registered motor vehicles that had an open recall, and the number of registered vehicles that obtained a remedy each month of the quarter. For each motor vehicle registered, the Grantee shall provide the date presented for registration, the make, model, model year, VIN, whether the vehicle had an open recall, a brief description of the open recall, and the manner in which open recall notification was provided to the consumer. Any problems and issues that may arise and require COR (AA) or Contracting Officer (CO) attention should be clearly identified in the progress report in a specific, identified section. The Grantee will provide the quarterly report to the COR (AA) no later than (10) calendar days following end of the quarter being reported.

(E) Draft Final Evaluation Report—The Grantee will prepare a Draft Final Report that includes raw data, a description of the project, issue(s) addressed, program implementation, summary of the quarterly data provided, evaluation criteria and strategies, performance findings and recommendations. With regard to data transfer, it is important to know how many motor vehicles were presented for registration during the performance period, how many motor vehicles had an open recall at the time of registration, how many owners or lessees were notified of the open recall information, whether and when motor vehicles that were subject to a notification were remedied, whether certain means of notification (i.e., in-person, Internet, U.S. mail) were more effective than others and, in general, what can be done to enhance or improve the program and avoid potential problems in any future replication of the project. The Grantee will submit the Draft Final Report to the COR (AA) thirty (30) days prior to the end of the performance period. The COR (AA) will review the draft report and provide comments to the Grantee for consideration within fifteen (15) days of receipt of the document.

(F) Final Evaluation Report—The Grantee will revise the Draft Final Report to reflect the COR (AA)'s comments. The revised final report will be delivered to the COR (AA) prior to the end of the performance period.

(G) Optional Final project briefing to NHTSA—Prior to the end of the performance period, the Grantee may provide to the COR (AA) a briefing either in Washington, D.C. at NHTSA's offices or by teleconference to the COR (AA) and appropriate NHTSA staff, to discuss the project implementation, evaluation, and results. This presentation should be for a minimum of thirty (30) minutes and the Grantee should be prepared to answer questions from the briefing's attendees.

D. MILESTONES & DELIVERABLES

Upon award, the following items shall be conducted or made available in accordance with the following schedule. All deliverables shall be submitted electronically.

Item #	Condition	Milestones (M)/Deliverables (D):	Due Date After Award
1.	A	Kick-off Meeting (M)	Within 30 Days of the Award
2.	B	Revised Project Plan (D)	Within 30 days of Item no. 1.
3.	C	Commence notification program (M)	Within 90 days of Award.
4.	D	Quarterly Report (D)	Quarterly (within 10 days of the month following the reporting quarter)
5.	E	Draft final Report (D)	Within 30 days of the end of the performance period
6.	E	COR (AA) review of Draft Final Report (M)	Within 15 days after receipt of Draft Final Report
7.	F/G	Final Report (D) /Briefing (M)	Within 20 days of the end of the performance period.

Place of Delivery

All deliverable items shall be furnished to the following. Unless otherwise noted, correspondence should be made through email.

Item Number	Electronic Copy	Name and Address
2,4,5,7	Yes	NHTSA COR-AA
4,7	Yes	NHTSA CO

ARTICLE VII. ADMINISTRATION

A. NHTSA INVOLVEMENT

NHTSA will provide the assistance incidental to the performance of work under this Grant as set forth below:

- Assign a qualified individual, designated as the Contracting Officer's Representative for Assistance Agreements (COR (AA)), to provide liaison and coordination between the NHTSA and the Grantee for this Agreement;
- Provide all background information from government sources and other information as determined appropriate by the COR (AA);
- Provide liaison with NHTSA Regional Office staff and others (Federal, State, and local) on matters related to the State pilot notification program to assist the Grantee;
- Promote the transfer of information among grant recipients; and
- Maintain on-going contact with the Grantee regarding performance of this Grant.

B. PAYMENT

Minimum Requirements for Payment

All costs claimed for reimbursement and payment, including the final payment, shall be submitted on a Standard Form 270 Request for Advance or Reimbursement as either an attachment or as a selection within "eInvoicing" (see paragraph 2 and "Important Note" below.) The Grantee shall submit claims for reimbursement on a monthly basis. The information required for each reimbursement claim shall, at minimum, contain the following:

1. Grantee's Name;

2. Grant Number (beginning with "TBD");

3. Invoice Number;

4. Invoice Date;

5. The NHTSA Contract Specialist or Contracting Officer's name, phone number, and e-mail address;

6. The NHTSA Contracting Officer's Representative's ("COR (AA)") name;

7. Grantee's DUNS;

8. Direct Labor Cost, including hours and hourly rates;

9. The period of performance for the costs claimed;

10. Current and cumulative amounts of the following item costs: direct labor; fringe benefits; material costs; consultant costs; subcontractor costs; travel costs itemized including origin and destination; and supporting data for unusual expenditures; and

11. Documentation that supports the costs claimed.

Procedure for Submitting Invoices

NHTSA uses the Department of Transportation's "eInvoicing" system for processing grantees' requests for reimbursement. The system takes full advantage of e-commerce and allows grantees to perform the following tasks electronically:

- Create standard invoice documents;
- Enter required information;
- Attach supporting documentation;
- Submit invoices for review and payment;
- Query the system to determine the status of individual invoices; and
- Query the system to determine the total dollar amount of invoices submitted to date, the total reimbursements to date, and the total amount of federal funding still available for payment.

IMPORTANT NOTE: Prior to accessing the eInvoicing system, all grantees must complete the eAuthentication certification process. It ensures the identity of eInvoicing users external to DOT. The process can be time consuming; therefore, grantees should begin as soon as they receive award.

Detailed instructions on how to receive eAuthentication certification can be found at: http://www.dot.gov/cfo/delphi-einvoicing-system.html. Select the "eAuthentication process tutorial" hotlink located under the banner "Steps to take Before Accessing the eInvoicing System." A PowerPoint briefing will then guide you through the process.

Once you have completed the eAuthentication process, you must then complete training on the eInvoicing System. To do that, go to the website cited in the previous paragraph and, under the "Training Materials" banner, click on "Click here to review all training materials by user role." You will need to familiarize yourself with the information accessible under the "Grant Recipient Users" banner located near the top of that page.

Please send any questions or report any problems regarding eInvoicing to DOTeInvoicing@dot.gov.

C. APPLICABLE PROVISIONS/CERTIFICATIONS

Prior to award, each grantee must comply with the certification requirements of 49 CFR Part 20, Department of Transportation New Restrictions on Lobbying, and 49 CFR Part 29, Department of Transportation government wide Debarment and Suspension (Non-procurement) and Government-wide Requirement for Drug Free Work Place (Grants), as provided in Appendix B.

During the effective performance period of the grants awarded as a result of this announcement, the grant as applicable to the grantee shall be subject to the National Highway Traffic Safety Administration's General Provisions for Assistance Agreement, dated July 1995, as provided in Appendix A.

D. MODIFICATIONS

Unilateral

The NHTSA Contracting Officer (CO) has the right, under this Grant, to execute unilateral modifications for the following purposes:

- Provide incremental federal funding;
- Change the NHTSA COR (AA); and
- Make other administrative changes, which do not affect the legal obligations of the Grantee.

Bilateral

Bilateral modifications to this Grant may be proposed by either party, at any time during the period of performance of this Grant, and shall become effective upon approval by both parties.

Note: When changes are made and when deemed appropriate, the Government may supply the Grantee with replacement pages to the Grant.

E. EXECUTIVE ORDER 13043 - SEAT BELT USE POLICIES AND PROGRAMS

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the contractor is encouraged to adopt and enforce 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 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 the Washington, D.C. metropolitan area, and 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 90 percent seat belt use. NETS can be contacted at 1 (888) 221-0045 or visit its website at www.trafficsafety.org.

F. CONFLICT OF INTEREST

It is U.S. DOT policy to award Cooperative Agreements only to those Applicants whose objectivity is not impaired because of any related past, present, or planned interest, financial or otherwise, in organizations regulated by U.S. DOT, or in organizations whose interests may be substantially affected by Departmental activities and which is related to work specified in this Cooperative Agreement Announcement. Based on this policy, if, after award, the Grantee discovers a conflict of interest with respect to the Cooperative Agreement that could reasonably have been known prior to the award, an immediate and full disclosure shall be made in writing to the Contracting Officer. The disclosure shall include a full description of the conflict along with a description of the action the recipient has taken, or proposes to take, to avoid or mitigate such conflict.

G. DISPUTES

The parties to this agreement shall communicate with one another in good faith and in a timely and cooperative manner when raising issues under this Disputes provision. Any dispute, which for the purposes of this provision includes any disagreement or claim, between NHTSA and the Grantee concerning questions of fact or law arising from or in connection with this agreement and whether or not involving alleged breach of this Agreement, may be raised only under this Disputes provision.

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

Failing resolution by mutual agreement, the aggrieved party shall document the dispute by notifying the other party in writing of the relevant facts identify unresolved issues and specify the clarification or remedy sought. Within five working days after providing written notice to the other party, the aggrieved party may, in writing, request a decision from the Contracting Officer. The other party shall submit a written position on the matters in dispute within thirty calendar days after being notified that a decision has been requested. The Contracting Officer shall conduct a review of the matters in dispute and may render a decision in writing within thirty calendar days of receipt of such written position. Any decision of the Contracting Officer is final and binding unless a party shall, within thirty calendar days, request further review as provided below.

The dispute shall be further reviewed, upon the Grantee's written request to NHTSA, Director, Office of Acquisition Management, or designee, made within thirty calendar days after the Contracting Officer's written decision or upon unavailability of a decision within the stated time frame under the preceding paragraph, the dispute shall be further reviewed. The NHTSA Director of the Office of Acquisition Management, or designee, shall conduct the review. Following the review, the NHTSA Director of the Office of Acquisition Management, or designee, will resolve the issues and notify the parties in writing. Such resolution is not subject to further administrative review and to the extent permitted by law, shall be final and binding. Nothing in this Agreement is intended to prevent the parties from pursuing disputes in a United States Federal Court of competent jurisdiction.

H. TERMINATION

The Government may terminate this agreement in whole or in part, upon providing written notification to the Grantee, if the Contracting Officer determines that a termination is in the Government's best interest or the Grantee defaults in performing the work and fails to cure the default within the time specified in writing by the Contracting Officer. The Grantee may terminate this agreement by providing NHTSA with a sixty (60) day advance written notice. The Grantee must deliver acceptable reports on work accomplished as part of any such termination.

I. ENCOURAGING POLICIES TO BAN TEXT MESSAGING WHILE DRIVING

1. As used in this Agreement: "Driving"—

   a. Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.

   b. Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely 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 glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

2. The Grantee is encouraged to—

a. Adopt and enforce policies that ban text messaging while driving—
   1) Grantee-owned or -rented vehicles or government-owned vehicles; or
   2) Privately-owned vehicles when on performing under this cooperative agreement.

b. Conduct initiatives in a manner commensurate with the size of the Grantee, such as—
   1) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
   2) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

ARTICLE VIII. GRANT REPRESENTATIVES

A. NHTSA Contracting Officer's Representative, Assistance Agreement (COR-AA)

The NHTSA designated Contracting Officer's Representative COR (AA), is **TBD**. While this list is not exhaustive, some of the major responsibilities of the NHTSA COR-AA are:

1. To provide information and technical assistance from available Government resources as determined appropriate by the NHTSA COR-AA;
2. To provide liaison with other Government/private agencies as appropriate;
3. To stimulate the exchange of ideas and information among recipients of related projects through periodic meetings;
4. To certify whether the goods or services were satisfactorily rendered under each invoice for this Agreement.

COR-AA's business information is provided below:

TBD

B. NHTSA Alternate COR (AA)

Designation of "Alternate" COR-AA. In the event that the NHTSA COR-AA of record is unavailable for a period of time during which the Grantee requires technical guidance, or during which other COR-AA duties must be fulfilled, then the person identified below has been designated by the NHTSA Contracting Officer to perform those duties as the Alternate NHTSA COR-AA.

TBD

C. Grantee's Grant Manager (GGM)

The designated Grantee's Grant Manager (GGM) is **TBD**. The responsibility for the GGM is as follows.

Specifically:

To perform the activities as described in this Grant and do so in conjunction with the NHTSA COR (AA)'s technical direction.

GGM's business information is provided below:

TBD

ARTICLE IX. GRANT APPLICATIONS

A. APPLICATION PROCEDURES

The application must include a reference to the NHTSA Request for Application Number **DTNH2216R00096**. Unnecessarily elaborate applications beyond what is sufficient to present a complete and effective response to this request are not desired. The application shall not exceed 25 pages (not including resumes or appendices). The Application must be in English. Note: Programs with multiple partners must submit a single application through the department or office of the State that is responsible for motor vehicle registration.

- Only complete packages received on or before the published due date will be considered. Applications received after the due date will not be evaluated for consideration. Facsimile submission of proposals will not be accepted.
- If submitting applications in hard-copy or digital storage media (preferred) Format:

The applicant shall submit eight (8) copies of its application to the following address by no later than 1:00 PM Eastern Time, on Wednesday, November 30, 2016.

National Highway Traffic Safety Administration (NHTSA)
Office of Acquisition Management (NFO-300)
Attn: E. St.Clair Smith
1200 New Jersey Avenue, SE, W51-115
Washington, DC 20590

Important: The timely submission of application packages is the **sole responsibility of the applicant**. All prospective applicants are cautioned that, due to increased security concerns, documents transmitted via U.S. Mail can be delayed for several weeks. NHTSA recommends that when transmitting hardcopy or digital storage media applications methods other than U.S. Mail be used (i.e. Federal Express delivery, UPS).

B. APPLICATION CONTENTS

The application package must include the following:

- If submitting the application in hardcopy or digital storage media format: OMB Standard Form (SF) 424 (Rev. 9-2003, including 424A and 424B), "Application for Federal Assistance," with the required information filled in and certified assurances signed. These forms can be accessed by going to www.whitehouse.gov/OMB/grants/index.html. These forms are available in Appendix B.
- The applicant must provide a detailed breakdown of the proposed costs, as well as any in-kind costs, by year. This cost breakdown shall not only identify cost categories, but shall also identify specific sub-categories (and associated costs). For example, Labor Costs should include labor categories, associated levels of effort, and rates; Direct Materials costs including itemized equipment and supplies costs; Travel and transportation costs, including projected trips and number of people traveling; Subcontractor/ Sub-grantee costs with similar detail, if known; and overhead. The applicant must also justify each proposed cost by explaining how each cost was calculated and determined to be fair and reasonable. Finally, the applicant should also include copies of any supporting documentation it may have (i.e. indirect cost rate agreements, etc.) as part of the budget package.
- Non-Federal funding sources are encouraged. Since activities may be performed with a variety of financial resources, applicants need to fully identify all project costs and their funding sources in the proposed budget. The proposed budget must identify all funding sources in sufficient detail to demonstrate that the overall objectives of the project will be met. All other factors being equal, preference will be given to those that have proposed cost-sharing strategies and/or other proposed funding sources in addition to those in this announcement.
- Program Narrative Statement: The proposal must fully describe the scope of the project, providing a project plan detailing the activities and costs for which funding is being requested. Also, applications for this program must include the following information in the program narrative statement:

  1. A table of contents including page number references.

2. A description of the applicant's methodology for determining open motor vehicle recalls. The description must be specific and address the source of the data, how the data will be obtained by the Grantee, how the Grantee proposes to integrate the data into its registration process and system, and how the Grantee will maintain the quality, completeness and timeliness of the data. Identify any third-party vendor that the Grantee proposes to engage to obtain the open recall data.

3. A description of the Grantee's methodology for informing a consumer of an open motor vehicle recall when a motor vehicle is presented for registration with the State. The Grantee must be specific and address the format for notification for each method in which an owner or lessee may register a motor vehicle in the State. The Grantee must include the proposed language informing the consumer of an open motor vehicle recall. Any notice must include, at a minimum, a brief description of the safety defect or noncompliance, a statement of the risk to safety, and a statement that the authorized dealer will remedy the vehicle at no charge. Identify any other touchpoints where a State may contemplate providing notification such as driver's license renewal, emissions or safety inspections.

4. A description of the data that the Grantee will maintain on each motor vehicle registered during the pilot program's period of performance. The applicant must be able to obtain and maintain data and provide it in an easily accessible format (e.g. Microsoft Access or Excel). For each motor vehicle registered, the applicant must be able to identify the make, model, model year, VIN, date of vehicle registration, the existence of an open recall at the time of registration, manufacturer's recall identification number or NHTSA's identification number, if applicable, the format of the notification to the consumer of the existence of an open recall, and the date the remedy was obtained. The applicant may maintain additional information that it believes would be helpful to implement and evaluate the pilot notification program. This information must be identified by the Grantee.

5. A description of the plan to evaluate performance of the pilot notification program to determine the extent to which an open recall has been remedied, including how information and data will be obtained, compiled, analyzed, and reported. The Grantee must specifically identify the data required to evaluate performance. This should be more than a process evaluation.

7. Demonstrated capability of technical and management skills to successfully design, conduct, and evaluate the pilot notification program. The applicant may identify other Federal or State grants, or programs similar to this effort that have been undertaken by the applicant. The applicant should demonstrate that such similar programs have resulted in timely, adequate and complete projects. The applicant should also include a narrative description of documented experience, clearly indicating the relationship of similar

programs to this project and provide details such as project description and sponsoring agency. References to completed final project reports should include the author's name and contact information if available.

8. The applicant must identify any potential challenges to successfully implementing the pilot notification program or any challenges that may impede the ability of the applicant to obtain open motor vehicle recall data, inform owners or lessees of open recalls or evaluate the performance of the pilot notification program. In addition, the applicant must explain if there has been or could be any major changes within the State that may enhance or, more importantly, jeopardize the success of this program.

9. A description of how the proposed project will be managed. The application shall identify the proposed project manager and other personnel considered critical to the successful accomplishment of the project, including a brief description of their qualifications and respective organizational responsibilities. The role and responsibilities of the applicant and any others included in the application package shall be specified. The proposed level of effort in performing the various activities shall also be identified.

10. The applicant must furnish an organizational chart and résumés of each proposed staff member.

11. A detailed explanation of time schedules, milestones, and product deliverables, including quarterly reports and draft and final reports.

- Commitment and Support: When other sources and organizations are required to complete the proposed effort, the applicant shall provide proof of their commitment to the agreement effort. Such proof can be a letter of support or buy-in indicating what the organization will provide to the grantee.
- Additional Cost Information
    - The Government reserves the right to request, at any time after the receipt of applications and before award, additional cost or price information necessary to perform an analysis. Regular invoicing (monthly or quarterly) is required. Irregular invoicing could result in a reduction of available funding for subsequent years.
    - Given that an award may be made without negotiations and without any discussion, each Applicant shall document and support the proposed costs so thoroughly that no additional information is needed by NHTSA.
    - Applicants shall ensure that all proposed costs, including non-federal contributions and contributions from other federal sources, are reasonable,

allowable, and allocable according to the cost principles stated in 2 CFR Parts 200 and 1201.

- Dun and Bradstreet Universal Numbering System (DUNS) Number and System for Award Management (SAM): Each applicant is required to: (i) Provide a valid DUNS number in its application; (ii) Be registered in SAM *prior* to award, 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 NHTSA. **NHTSA will review an applicant's registration status to make a responsibility determination and to ensure that the applicant is responsible, current on all federal taxes, and is not on the list of parties excluded from federal awards.**
- **CERTIFICATION INFORMATION:** The Applicant shall provide with its application signed certification forms covering the requirements in 49 CFR Part 20, U.S. Department of Transportation New Restrictions on Lobbying and 49 CFR Part 29, U.S. DOT Government-wide Requirement for Drug Free Work Place (Grants). These forms are available in Appendix B.

ARTICLE X. APPLICATION REVIEW PROCESS AND EVALUATION FACTORS

Each application package will be reviewed initially to confirm that the applicant meets the eligibility requirements as set forth in Article IV of this announcement and has included all of the items specified in the Grant Applications article of this announcement. An Evaluation Committee will then review each application submitted by each applicant. Non-Federal employees under contract to NHTSA may serve on this Evaluation Committee. It is anticipated that multiple awards will be made no later than March 31, 2017. HOWEVER, SUBMISSION OF AN APPLICATION DOES NOT GUARANTEE AN AWARD WILL BE MADE. NHTSA may award a grant based on an application in its entirety, award only portions of an application, or not make an award.

The technical application will be evaluated using the following criteria. For each factor, the agency will determine whether the applicant has provided an acceptable explanation of its qualifications.

A. EVALUATION FACTOR 1: Program Approach/Project Plan

- The extent to which the applicant is knowledgeable about the pilot notification program and its demonstrated ability to implement the program within the scope of this announcement.
- The extent to which the applicant's methodologies are clearly articulated and performance is time-phased, specific, action-oriented, measurable, and achievable.

- The extent to which the applicant's approach is feasible and the probability that the applicant's approach would improve notification to consumers of open motor vehicle recalls and improve recall completion rates within the State.
- The extent to which the applicant clearly identifies and explains creative approaches to improve notification of motor vehicle safety recalls.
- The applicant's plan for obtaining, maintaining and reporting data on the pilot notification program.
- The degree to which the applicant has identified potential barriers to the implementation of new approaches and the applicant's plans for mitigating or eradicating those barriers.

B. EVALUATION FACTOR 2: Resource Utilization

- The extent to which the proposed staff are clearly described, appropriately assigned, and have adequate skills and experiences.
- The reasonableness of the applicant's staffing plan to include proposed level of effort and allocation of human resources.
- The extent to which financial resources (both federal and non-federal) are used in an efficient and effective manner.
- The extent to which the applicant demonstrates it has the systems, infrastructure and support to meet the objectives of the pilot notification program.

C. EVALUATION FACTOR 3: Evaluation Plan

- The extent to which the evaluation plan clearly articulates the criteria, data and methodology to measure the performance of the pilot notification program to 1) inform owners and lessees of open motor vehicle recalls and 2) identify whether a remedy was obtained for the open recall.
- The extent to which the evaluation plan indicates how the information/data that are collected in the project will be compiled, analyzed, interpreted and reported.
- The degree to which data and information sources are sufficient to evaluate properly the program's results and potentials.

D. EVALUATION FACTOR 4: Experience, Financial Responsibility and Past Performance

- The extent to which the applicant has expertise in program development and evaluation.
- The applicant's satisfactory history of grantor/grantee relationships.
- The extent to which the applicant has a solid record of financial responsibility and accountability as it relates to federal grant funding.
- The applicant's history of compliance with Federal regulations as they relate to the administration of Federal assistance agreements.

E. COST/BUDGET EVALUATION

The Applicant's proposed budget will be evaluated for accuracy and feasibility, based on the provisions of 2 CFR Parts 200 and 1201.

Note: While not mandatory, applicants are encouraged to seek funds from other Federal, State, local, and private sources to augment those Federal funds available under this announcement. For equally acceptable applications, preference may be given to those that have proposed cost-sharing strategies and/or other proposed funding sources in addition to those in this announcement.

Version 7/03

APPLICATION FOR FEDERAL ASSISTANCE

	2. DATE SUBMITTED	Applicant Identifier
1. TYPE OF SUBMISSION: Application: ☐ **Construction** ☐ **Non-Construction**; Pre-application: ☐ **Construction** ☐ **Non-Construction**	**3. DATE RECEIVED BY STATE**	State Application Identifier
	4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier

5. APPLICANT INFORMATION

Legal Name:	**Organizational Unit**: Department:
Organizational DUNS:	Division:
Address: Street:	**Name and telephone number of person to be contacted on matters involving this application (give area code)** Prefix: / First Name:
City:	Middle Name
County:	Last Name
State: / Zip Code	Suffix:
Country:	Email:
6. EMPLOYER IDENTIFICATION NUMBER *(EIN):* ☐☐-☐☐☐☐☐☐☐	Phone Number (give area code) / Fax Number (give area code)
8. TYPE OF APPLICATION: ☐ **New** ☐ **Continuation** ☐ **Revision** If Revision, enter appropriate letter(s) in box(es) (See back of form for description of letters.) ☐ ☐ Other (specify)	**7. TYPE OF APPLICANT:** (See back of form for Application Types) Other (specify)
	9. NAME OF FEDERAL AGENCY:
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: ☐☐-☐☐☐ TITLE (Name of Program):	**11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:**
12. AREAS AFFECTED BY PROJECT *(Cities, Counties, States, etc.):*	
13. PROPOSED PROJECT Start Date: / Ending Date:	**14. CONGRESSIONAL DISTRICTS OF:** a. Applicant / b. Project

15. ESTIMATED FUNDING:	
a. Federal	$ .00
b. Applicant	$ .00
c. State	$ .00
d. Local	$ .00
e. Other	$ .00
f. Program Income	$ .00
g. TOTAL	$ .00

16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?

a. Yes. ☐ THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON

DATE:

b. No. ☐ PROGRAM IS NOT COVERED BY E. O. 12372

☐ OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW

17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?

☐ Yes If "Yes" attach an explanation. ☐ No

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.

a. Authorized Representative

Prefix	First Name	Middle Name
Last Name		Suffix
b. Title		c. Telephone Number (give area code)
d. Signature of Authorized Representative		e. Date Signed

Reset Form

INSTRUCTIONS FOR THE SF-424

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

This is a standard form used by applicants as a required face sheet for pre-applications and applications submitted for Federal assistance. It will be used by Federal agencies to obtain applicant certification that States which have established a review and comment procedure in response to Executive Order 12372 and have selected the program to be included in their process, have been given an opportunity to review the applicant's submission.

Item:	Entry:	Item:	Entry:
1.	Select Type of Submission.	11.	Enter a brief descriptive title of the project. If more than one program is involved, you should append an explanation on a separate sheet. If appropriate (e.g., construction or real property projects), attach a map showing project location. For preapplications, use a separate sheet to provide a summary description of this project.
2.	Date application submitted to Federal agency (or State if applicable) and applicant's control number (if applicable).	12.	List only the largest political entities affected (e.g., State, counties, cities).
3.	State use only (if applicable).	13	Enter the proposed start date and end date of the project.
4.	Enter Date Received by Federal Agency Federal identifier number: If this application is a continuation or revision to an existing award, enter the present Federal Identifier number. If for a new project, leave blank.	14.	List the applicant's Congressional District and any District(s) affected by the program or project
5.	Enter legal name of applicant, name of primary organizational unit (including division, if applicable), which will undertake the assistance activity, enter the organization's DUNS number (received from Dun and Bradstreet), enter the complete address of the applicant (including country), and name, telephone number, e-mail and fax of the person to contact on matters related to this application.	15	Amount requested or to be contributed during the first funding/budget period by each contributor. Value of in kind contributions should be included on appropriate lines as applicable. If the action will result in a dollar change to an existing award, indicate only the amount of the change. For decreases, enclose the amounts in parentheses. If both basic and supplemental amounts are included, show breakdown on an attached sheet. For multiple program funding, use totals and show breakdown using same categories as item 15.
6.	Enter Employer Identification Number (EIN) as assigned by the Internal Revenue Service.	16.	Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the State intergovernmental review process.
7.	Select the appropriate letter in the space provided. A. State B. County C. Municipal D. Township E. Interstate F. Intermunicipal G. Special District H. Independent School District I. State Controlled Institution of Higher Learning J. Private University K. Indian Tribe L. Individual M. Profit Organization N. Other (Specify) O. Not for Profit Organization	17.	This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans and taxes.
8.	Select the type from the following list: • "New" means a new assistance award. • "Continuation" means an extension for an additional funding/budget period for a project with a projected completion date. • "Revision" means any change in the Federal Government's financial obligation or contingent liability from an existing obligation. If a revision enter the appropriate letter: A. Increase Award B. Decrease Award C. Increase Duration D. Decrease Duration	18	To be signed by the authorized representative of the applicant. A copy of the governing body's authorization for you to sign this application as official representative must be on file in the applicant's office. (Certain Federal agencies may require that this authorization be submitted as part of the application.)
9.	Name of Federal agency from which assistance is being requested with this application.		
10.	Use the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested.		

BUDGET INFORMATION - Non-Construction Programs

OMB Approval No. 0348-0044

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1.		$	$	$	$	$ 0.00
2.						0.00
3.						0.00
4.						0.00
5. Totals		$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total
	(1)	(2)	(3)	(4)	(5)
a. Personnel	$	$	$	$	$ 0.00
b. Fringe Benefits					0.00
c. Travel					0.00
d. Equipment					0.00
e. Supplies					0.00
f. Contractual					0.00
g. Construction					0.00
h. Other					0.00
i. Total Direct Charges *(sum of 6a-6h)*	0.00	0.00	0.00	0.00	0.00
j. Indirect Charges					0.00
k. TOTALS *(sum of 6i and 6j)*	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
7. Program Income	$	$	$	$	$ 0.00

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Standard Form 424A (Rev. 7-97)
Prescribed by OMB Circular A-102

Previous Edition Usable

SECTION C - NON-FEDERAL RESOURCES				
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS
8.	$	$	$	$ 0.00
9.				0.00
10.				0.00
11.				0.00
12. TOTAL *(sum of lines 8-11)*	$ 0.00	$ 0.00	$ 0.00	$ 0.00

SECTION D - FORECASTED CASH NEEDS					
	Total for 1st Year	**1st Quarter**	**2nd Quarter**	**3rd Quarter**	**4th Quarter**
13. Federal	$ 0.00	$	$	$	$
14. Non-Federal	0.00				
15. TOTAL *(sum of lines 13 and 14)*	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT				
(a) Grant Program	FUTURE FUNDING PERIODS (Years)			
	(b) First	(c) Second	(d) Third	(e) Fourth
16.	$	$	$	$
17.				
18.				
19.				
20. TOTAL *(sum of lines 16-19)*	$ 0.00	$ 0.00	$ 0.00	$ 0.00

SECTION F - OTHER BUDGET INFORMATION	
21. Direct Charges:	22. Indirect Charges:
23. Remarks:	

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INSTRUCTIONS FOR THE SF-424A

Public reporting burden for this collection of information is estimated to average 180 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0044), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

General Instructions

This form is designed so that application can be made for funds from one or more grant programs. In preparing the budget, adhere to any existing Federal grantor agency guidelines which prescribe how and whether budgeted amounts should be separately shown for different functions or activities within the program. For some programs, grantor agencies may require budgets to be separately shown by function or activity. For other programs, grantor agencies may require a breakdown by function or activity. Sections A, B, C, and D should include budget estimates for the whole project except when applying for assistance which requires Federal authorization in annual or other funding period increments. In the latter case, Sections A, B, C, and D should provide the budget for the first budget period (usually a year) and Section E should present the need for Federal assistance in the subsequent budget periods. All applications should contain a breakdown by the object class categories shown in Lines a-k of Section B.

Section A. Budget Summary Lines 1-4 Columns (a) and (b)

For applications pertaining to a *single* Federal grant program (Federal Domestic Assistance Catalog number) and *not requiring* a functional or activity breakdown, enter on Line 1 under Column (a) the Catalog program title and the Catalog number in Column (b).

For applications pertaining to a *single* program *requiring* budget amounts by multiple functions or activities, enter the name of each activity or function on each line in Column (a), and enter the Catalog number in Column (b). For applications pertaining to multiple programs where none of the programs require a breakdown by function or activity, enter the Catalog program title on each line in *Column* (a) and the respective Catalog number on each line in Column (b).

For applications pertaining to *multiple* programs where one or more programs *require* a breakdown by function or activity, prepare a separate sheet for each program requiring the breakdown. Additional sheets should be used when one form does not provide adequate space for all breakdown of data required. However, when more than one sheet is used, the first page should provide the summary totals by programs.

Lines 1-4, Columns (c) through (g)

For new applications, leave Column (c) and (d) blank. For each line entry in Columns (a) and (b), enter in Columns (e), (f), and (g) the appropriate amounts of funds needed to support the project for the first funding period (usually a year).

For continuing grant program applications, submit these forms before the end of each funding period as required by the grantor agency. Enter in Columns (c) and (d) the estimated amounts of funds which will remain unobligated at the end of the grant funding period only if the Federal grantor agency instructions provide for this. Otherwise, leave these columns blank. Enter in columns (e) and (f) the amounts of funds needed for the upcoming period. The amount(s) in Column (g) should be the sum of amounts in Columns (e) and (f).

For supplemental grants and changes to existing grants, do not use Columns (c) and (d). Enter in Column (e) the amount of the increase or decrease of Federal funds and enter in Column (f) the amount of the increase or decrease of non-Federal funds. In Column (g) enter the new total budgeted amount (Federal and non-Federal) which includes the total previous authorized budgeted amounts plus or minus, as appropriate, the amounts shown in Columns (e) and (f). The amount(s) in Column (g) should not equal the sum of amounts in Columns (e) and (f).

Line 5 - Show the totals for all columns used.

Section B Budget Categories

In the column headings (1) through (4), enter the titles of the same programs, functions, and activities shown on Lines 1-4, Column (a), Section A. When additional sheets are prepared for Section A, provide similar column headings on each sheet. For each program, function or activity, fill in the total requirements for funds (both Federal and non-Federal) by object class categories.

Line 6a-i - Show the totals of Lines 6a to 6h in each column.

Line 6j - Show the amount of indirect cost.

Line 6k - Enter the total of amounts on Lines 6i and 6j. For all applications for new grants and continuation grants the total amount in column (5), Line 6k, should be the same as the total amount shown in Section A, Column (g), Line 5. For supplemental grants and changes to grants, the total amount of the increase or decrease as shown in Columns (1)-(4), Line 6k should be the same as the sum of the amounts in Section A, Columns (e) and (f) on Line 5.

Line 7 - Enter the estimated amount of income, if any, expected to be generated from this project. Do not add or subtract this amount from the total project amount, Show under the program narrative statement the nature and source of income. The estimated amount of program income may be considered by the Federal grantor agency in determining the total amount of the grant.

Section C. Non-Federal Resources

Lines 8-11 Enter amounts of non-Federal resources that will be used on the grant. If in-kind contributions are included, provide a brief explanation on a separate sheet.

Column (a) - Enter the program titles identical to Column (a), Section A. A breakdown by function or activity is not necessary.

Column (b) - Enter the contribution to be made by the applicant.

Column (c) - Enter the amount of the State's cash and in-kind contribution if the applicant is not a State or State agency. Applicants which are a State or State agencies should leave this column blank.

Column (d) - Enter the amount of cash and in-kind contributions to be made from all other sources.

Column (e) - Enter totals of Columns (b), (c), and (d).

Line 12 - Enter the total for each of Columns (b)-(e). The amount in Column (e) should be equal to the amount on Line 5, Column (f), Section A.

Section D. Forecasted Cash Needs

Line 13 - Enter the amount of cash needed by quarter from the grantor agency during the first year.

Line 14 - Enter the amount of cash from all other sources needed by quarter during the first year.

Line 15 - Enter the totals of amounts on Lines 13 and 14.

Section E. Budget Estimates of Federal Funds Needed for Balance of the Project

Lines 16-19 - Enter in Column (a) the same grant program titles shown in Column (a), Section A. A breakdown by function or activity is not necessary. For new applications and continuation grant applications, enter in the proper columns amounts of Federal funds which will be needed to complete the program or project over the succeeding funding periods (usually in years). This section need not be completed for revisions (amendments, changes, or supplements) to funds for the current year of existing grants.

If more than four lines are needed to list the program titles, submit additional schedules as necessary.

Line 20 - Enter the total for each of the Columns (b)-(e). When additional schedules are prepared for this Section, annotate accordingly and show the overall totals on this line.

Section F. Other Budget Information

Line 21 - Use this space to explain amounts for individual direct object class cost categories that may appear to be out of the ordinary or to explain the details as required by the Federal grantor agency.

Line 22 - Enter the type of indirect rate (provisional, predetermined, final or fixed) that will be in effect during the funding period, the estimated amount of the base to which the rate is applied, and the total indirect expense.

Line 23 - Provide any other explanations or comments deemed necessary.

ASSURANCES - NON-CONSTRUCTION PROGRAMS

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE

APPLICANT ORGANIZATION	DATE SUBMITTED
	September 28, 2016

49 CFR Part 20 - Appendix A

CERTIFICATION REGARDING LOBBYING

Certification For Contracts, Grants, Loans, And Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, ``Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

____________________________	____________________________
Signature/Authorized Certifying Official	Typed Name and Title
____________________________	____________________________
Applicant/Organization	Date Signed

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, ``Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature/Authorized Certifying Official	Typed Name and Title
Applicant/Organization	Date Signed

49 CFR Part 29 - Appendix A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS--PRIMARY COVERED TRANSACTIONS

Instructions For Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled ``Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS--PRIMARY COVERED TRANSACTIONS

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

______________________________ ______________________________

Signature/Authorized Certifying Official | Typed Name and Title

______________________________ ______________________________

Applicant/Organization | Date Signed

49 CFR Part 29 - Appendix B

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

Instructions For Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled ``Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AN VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

______________________________	______________________________
Signature/Authorized Certifying Official	Typed Name and Title
______________________________	______________________________
Applicant/Organization	Date Signed

49 CFR Part 29 - Appendix C

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Instructions for Certification:

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below.

2. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

3. For grantees other than individuals, Alternate I applies.

4. For grantees who are individuals, Alternate II applies.

5. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.

6. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).

7. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph five).

8. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS--

ALTERNATE I. (GRANTEES OTHER THAN INDIVIDUALS)

A. The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about--

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will--

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted--

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

____

____

Check ( ) if there are workplaces on file that are not identified here.

______________________________ ______________________________

Signature/Authorized Certifying Official | Typed Name and Title

______________________________ ______________________________

Applicant/Organization | Date Signed

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS--

ALTERNATE II. (GRANTEES WHO ARE INDIVIDUALS)

(a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;

(b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to every grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

Signature/Authorized Certifying Official	Typed Name and Title
Applicant/Organization	Date Signed

NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION

GENERAL PROVISIONS FOR ASSISTANCE AGREEMENTS

This assistance agreement shall be subject, as applicable, to the administrative requirements contained in the following documents or regulations which are hereby incorporated by reference, with the same force and effect as if they were given in full text:

49 CFR Part 18 – Department of Transportation Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
http://www.dot.gov/ost/m60/grant/49cfr18.htm

49 CFR Part 19 – Department of Transportation Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations, and, for purposes of this agreement, with commercial organizations, except as otherwise provided elsewhere in these terms and conditions.
http://www.dot.gov/ost/m60/grant/49cfr19.htm

49 CFR Part 20 – Department of Transportation New Restrictions on Lobbying.
http://www.dot.gov/ost/m60/grant/49cfr20.htm

49 CFR Part 29 – Department of Transportation Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants).
http://www.dot.gov/ost/m60/grant/49cfr29.htm

In addition, the following provisions are applicable to this agreement that provides Federal financial assistance authorize by statue.

1. Definitions
2. Allowable Costs
3. Audit Requirements
4. Standard Patent Rights
5. Data Collection
6. Protection of Individual Privacy
7. Rights in Data
8. Restrictions on Printing
9. Other Administrative Provisions and Assurances
10. Order of Precedence

DATE**:** **7/95**

1. **DEFINITIONS.** Throughout this assistance agreement, the following terms shall have the meanings set forth below:

a. The term “Secretary” means the Secretary of the Department of Transportation or his duly authorized designee.

b. The term “Department” means the Department of Transportation (DOT).

c. The term “Agency” means the National Highway Traffic Safety Administration (NHTSA).

d. The term “Contracting Officer” or “CO” means any person authorized to executed the agreement on behalf of the NHTSA.

e. The term “Contracting Officer’s Technical Representative” or “COTR” means the CO’s authorized representative responsible for the programmatic/technical administration of the agreement, the evaluation of performance under the agreement, the acceptance of technical reports, and for other specific responsibilities as may be stipulated in various provisions of the agreement.

f. The term “Grantee” means the recipient of the award of the assistance agreement, whether a grant or cooperative agreement, and includes the following:

   (1) States, local governments or Federally recognized Indian tribal governments as defined in 49 CFR Part 18.

   (2) Nonprofit organizations including public and private institutions of higher education, public and private hospitals, and other quasi-public and private nonprofit organizations as further described in 49 CFR Part 19.

   (3) Commercial organizations including small and large businesses organized for profit; organizations which are not otherwise included among those specified in 49 CFR Part 18 or 49 CFR Part 19; or international organizations.

g. The term “Third-Party Contract” means any legal instrument entered into between the grantee and a third party, or any lower tier, for the performance of a portion of the effort provided for under this assistance agreement and includes contracts, grants, and cooperative agreements.

h. The term “Third-Party Contractor” means the recipient of a “Third-Party Contract.”

i. The acronym “OMB” means the Office of Management and Budget.

j. The acronym “FAR: mean Federal Acquisition Regulation.

2. **ALLOWABLE COSTS**.

a. Payments up to the amount specified in the assistance agreement shall be made only for costs determined by the CO to be allowable, allocable and reasonable in performing the effort under the agreement in accordance with its terms and with the following cost principles:

(1) OMB Circular A-21 (applicable to educational institutions).

(2) OMB Circular A-87 (applicable to State and local governments and Federally-recognized Indian tribal governments).

(3) OMB Circular A-122 (applicable to non-profit organizations).

(4) FAR 31.2 (applicable to all other organizations).

b. During performance of this assistance agreement, certain direct cost expenditures, not itemized in the approved budget, may become necessary. In order to avoid subsequent disallowances, or dispute based on unreasonableness or unallocability, written agreement in advance of the incurrence of such costs in appropriate. In addition, selected cost principles contain a number of items of cost for which prior approval is required. Direct cost expenditures requiring such written notification from the CO include, but are not limited to, the following.

(1) Purchase or rental of any item of general purpose equipment having a useful life of more than two years and an acquisition cost of $500 or more; and all items of office and automatic data processing equipment, regardless of cost; if not itemized in the approved budget.

(2) Purchase or rental of any item of special purpose equipment having a unit cost of $1,000 or more if not itemized in the approved budget.

(3) Personnel movement of a special or mass nature not itemized in the approved budget.

(4) Foreign travel (each separate trip) not itemized in the approved budget.

(5) Domestic travel when not included in the approved budget or when the cumulative travel expenditures will exceed the approved travel budget by $500 or 25%, whichever is greater.

(6) Consultant and professional services not itemized in the approved budget.

(7) Subcontracts not identified in the approved budget, except those for incidental supplies, materials, and general support services.

(8) Purchase or lease of any interest in real property, or improvements in real property not itemized in the approved budget.

c. NHTSA may provide in advance for costs to be incurred or reimburse costs accrued by the grantee up to the maximum amount of the federal assistance payable for the period of performance. However, payment of such costs, whether in advance or by reimbursement, shall not constitute a final determination by NHTSA of the allowability of such costs and shall not constitute a waiver of any violation of the terms of the assistance agreement committed by the grantee. NHTSA shall make a final determination as to the allowability only after the final audit is completed, if required, or at the time of final payment.

d. NHTSA shall not be obligated to reimburse the grantee for outlays (costs) in excess of the Federally-funded amount of the assistance agreement unless and until the CO executes a modification which increases the Federally-funded amount. The Federally-funded amount is the amount actually obligated under the agreement which may be less than or equal to the budgeted Federal share of the agreement.

3. <u>AUDIT REQUIREMENTS</u>

a. If this assistance agreement is with an institution of higher education, hospital or other nonprofit organization, the grantee shall conduct audits in accordance with the provisions of OMB Circular A-133, "Audits of Institutions of Higher Education and Other Nonprofit Organizations".

b. If this assistance agreement is with a State or local government of Federally-recognized Indian tribe government, the grantee shall obtain audits in accordance with the Single Audit Act of 1984 (31 U.S.C. 7501-7), as provided in 49 CFR Part 18.26.

c. If this assistance agreement is with a commercial organization, the following conditions shall be applicable:

(1) <u>Examination of costs</u> – The grantee shall maintain - - and the CO or representatives of the CO shall have the right to examine and audit - - books, records, documents, and other evidence and accounting procedures and practices, regardless of form (e.g., machine readable medial such as disk, tape, etc.) or type (e.g., data bases, applications software, data base management software, utilities, etc.), sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred in performing this agreement. This right of examination shall include inspection at all reasonable times of the grantee's facilities, or parts of them, engaged in performing the agreement.

(2) <u>Reports</u> – If the grantee is required to furnish cost, funding, or performance reports, the CO or representatives of the CO shall have the right to examine and

audit books, records, or other documents, and supporting materials, for the purpose of evaluating (a) the effectiveness of the grantee's policies and procedures to produce data compatible with the objectives of these reports and (b) the data reported.

(3) Availability – The grantee shall make available at its office at all reasonable times the materials described in paragraph (1) above, for examination, audit or reproduction, until the later of 3 years after final payment or any resulting final settlement of a termination, appeal, litigation or claim, or for any shorter period specified in FAR Subpart 4.7, Records Retention, or for any longer period required by statue.

(4) Except as otherwise provided in FAR Subpart 4.7, Records Retention, the grantee may transfer computer data in machine readable form from one reliable computer medium to another. The grantee's computer data retention and transfer procedures shall maintain the integrity, reliability, and security of the original data. The grantee's choice of form or type of materials described in paragraphs (1) and (2) of this clause affects neither the grantee's obligations nor the Government's rights under this clause.

(5) The grantee shall insert a clause containing all the terms of this paragraph c in all third-party contracts over $10,000 with commercial organizations under this agreement, altering the clause only as necessary to identify properly the parties and the CO under the NHTSA prime agreement.

4. STANDARD PATENT RIGHTS [The clause at 37 CFR Part 401.14(a), as modified below (or as further modified in accordance with the provisions of 37 CFR Part 401), shall be applicable to all assistance agreements involving the performance of research and development efforts by small business firms, non-profit organizations, State, local, and Federally-recognized Indian tribal governments, and unless otherwise provided, by other commercial organizations.]

The following modifications to the clause at 37 CFR Part 401.14(a) apply:

a. The parenthetical information shall be removed from the title of the clause;

b. The terms "contract" and "contractor" shall be replaced by the terms "assistance agreement" and "grantee," respectively, as defined in these General Provisions (except that the grantee may modify these terms pursuant to paragraph (g)(1) of the clause for use in third-party contracts);

c. The terms "agency," "Federal agency," and "funding Federal agency" shall be replaced by the term "NHTSA" (excepted that the grantee may modify these terms pursuant to paragraph (g)(1) of the clause for use in third-party contracts);

d. The terms “subcontract(s)” and “subcontractor” shall be replaced by the terms “third-party contract(s)” and “third-party contractor,” respectively, as defined in these General Provisions;

e. The terms “to be performed by a small business firm or domestic non-profit organization” shall be deleted from paragraph (g)(1) of the clause;

f. The following subparagraph shall be added at the end of paragraph (f) of the clause;

(5) The grantee agrees to provide, upon request by the CO, periodic (but no more frequently than annual) listing of all subject inventions which were disclosed to NHTSA pursuant to paragraph (c) (1) and/or a report (DD Form 882) prior to the close-out of the assistance agreement listing all subject inventions or stating that there were none.

g. Paragraphs (g)(2) and (g)(3) of the clause shall be deleted; and

h. Paragraph (I) of the clause, entitled “Communications,” shall read as follows:

(I) Communications ____ All notifications required by this clause shall be submitted to the NHTSA CO.

5. DATA COLLECTION. (Paperwork Reduction Act of 1980) [This clause shall be applicable to all assistance agreements involving the collection of information as defined in 5 CFR 1320.7]

a OMB requires review and approval of plans and reports used to collect identical information from 10 or more persons (other than Federal employees) under assistance agreements sponsored by NHTSA. A collection of information undertaken by a grantee is considered to be“ sponsored by NHTSA only if:

(1) The grantee is collecting information at the specific request of NHTSA; or

(2) The terms and conditions of the agreement require specific approval by NHTSA of the collection of information or the collection procedures.

b. Unless otherwise specified data collection conducted under the assistance agreement is the responsibility of the grantee, and NHTSA support of the effort does not constitute NHTSA approval of the survey design, questionnaire content, or data collection procedures. The grantee shall not represent to respondents that such data is being collected for, or in association with, NHTSA or any Federal agency without the specific written approval of such data collection plan or device by NHTSA. However, this requirement is not intended to preclude mention of NHTSA support of the effort in response to any inquiry or acknowledgement of such support in any publication of data.

6. PROTECTION OF INDIVIDUAL PRIVACY. [This clause shall be applicable to all assistance agreements under which the grantee, or its employees, or its third-party contractors, administrator any system of records on individuals on behalf of the Federal Government.]

a. Privacy Act Notification. The design, development, or operation of any system of records on individuals to accomplish a Government function is subject to the Privacy Act 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable regulations. Violation of the Act may involve the imposition of criminal penalties.

b. The grantee agrees to:

(1) Comply with the Privacy Act of 1974 (the Act), and rules and regulations issued pursuant to the Act when performance under this agreement involves the design, development, or operation of any system of records on individuals to be operated by the grantee, its employees, or its third party contractors to accomplish a Government function.

(2) Notify the NHTSA CO when the grantee anticipates operating a system of records on individuals on behalf of the Government in order to accomplish the requirements of this agreement, if such system contains information about individuals which will be retrieved by the individuals name or other particular identifier assigned to the individual. A system on individuals subject to the Act may not employed in the performance of this agreement until the necessary approval and publication requirements applicable to the system have been carried out. The grantee agrees to collect, maintain, disseminate, and use such records in accordance with the requirements of the Act, and comply with all applicable requirements of the Act.

(3) Include the Privacy Act Notification contained in this agreement in every solicitation and in every resulting third-party contract and in every third-party contract awarded without a solicitation, when the performance of work under the third-party contract requires the design, development operation of a system of records on individuals that is subject to the Act.

(4) Include this clause b. including this paragraph, in all third-party contracts under this agreement that requires the design, development, or operation of a system of records on individuals that is subject to the Act.

c. For the purposes of this Privacy Act, when the agreement involves the design, development, or operation of a system of records on individuals to accomplish a Government function, the grantee, its employees, and its third party contractors are considered to be employees of the government respect to the Government function, and the requirements of the Act, including civil and criminal penalties for violation of the Act, are applicable. In addition, failure to comply with the provisions of the Act or of this clause will make this agreement subject to termination.

d. The terms used in this clause have the following meanings:

(1) “Operation of a system of records” means performance of any of the activities associated with maintaining the system of records on behalf of the Government, including the collection, use, and dissemination of records.

(2) “Record” means any item, collection or grouping of information about an individual this is maintained be the grantee on behalf of the Government including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person’s name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or photograph.

(3) “System of records on individuals” means a group of any records under the control of the of the grantee on behalf off the Government from which information is retrieved by the name of the individual or by some indemnifying number, symbol, or other particular assigned to that individual.

7. **RIGHTS IN DATA,** [This clause is applicable in its entirety to all assistance agreements and third-party contracts, except those involving State local, and Federally- recognized Indian tribal governments, tribal governments, for which this clause applies only where not inconsistent with 49 CFR 18.34, and Nonprofit Organizations, for which this clause applies only where not inconsistent with 49 CFR 19.36.]

a. Definitions.

(1)“Computer software,” as used in this clause, means computer programs, computer, computer databases, and documentation thereof.

(2)“Data” as used in this clause, means recorded information, regardless of from or the media on which it may be recorded. The term includes technical and computer software. The term does not include information incidentenal to agreement administration, such as financial, administrative, cost or pricing, or management information.

(3)“Form, fit, and function data,” as used in this data relating to items, components, or processes that are sufficient to enable physical and functional interchangeably, as well as data indentifying source, size, configuration, mating, and attachment characteristics, functional characteristics, and performance requirements; except that for computer software it means data identifying source, functional characteristics, and performance specifications, but specifically excludes the source code, algorithm, process, formulae, and flowcharts of the software.

(4)“Limited Rights,” as used in this clause, means the rights of the Government limited rights data as set forth in the Limited Rights Notice of subparagraph g(2)

(5)“Limited rights data,” as used in this clause, means data (other than computer software) that embody trade secrets or are commercial or financial and confidential or privileged, but only to the extent that the data pertains to items, components, or processes developed at private expense, including minor modifications thereof.

(6)“Restricted computer software, “ as used in this clause, means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is published copyrighted computer software; including minor modifications of such computer software.

(7)“Restricted rights, as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of subparagraph g(3), or as otherwise may be provided in a collateral agreement incorporated in and made part of this agreement, including minor modifications of such computer software.

(8)“Technical data,” as used in this clause, means data (other than computer software), which are of scientific or technical nature.

(9)“Unlimited rights,” as used in this clause, means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicity and display publicity, in any manner and for any purpose, and to have or permit others to do so.

b. Allocation of rights.

(1) Except as provided in paragraph c of this clause regarding copyright, the Government shall have unlimited rights in-

(i) Data first produced in the performance of this agreement;

(ii) Form, fit, and function data delivered under this agreement;

(iii) Data delivered under this agreement (except for restricted computer software) that constitutes manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or otherwise furnished for use under this agreement, and

(iv) All other data delivered under this agreement unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph of this clause.

(2) The grantee shall have the right to - -

(i) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the grantee in the performance agreement unless provided otherwise in paragraph of this clause;

(ii) Protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in paragraph g of this clause;

(iii) Substantiate use of, add or correct limited rights, restricted rights or copyright notices and to take other appropriate action, in accordance with paragraph e and f of this clause; and

(iv) Establish claim to copyright sustaining and first produced in the performance of this contract to the extent provided in subparagraph c (1) of this clause.

c. Copyright.

(1) Data first produced in the performance of this agreement. Unless provided otherwise in paragraph d of this clause, the grantee may establish, without prior approval of the CO, claim to copyright subsisting in scientific and technical articles based upon or containing any data first produced in the performance of this agreement and published in academic, technical or professional journals, symposia proceedings or similar works. The prior, express written permission of the agreement of the CO is required to establish claim to copyright subsisting in all other data first produced in the performance of this agreement. When claim to copyright subsisting in al other data first produced in the performance of this agreement. When claim to copyright is made, the grantee shall affix the applicable copyrights notices of 17 U.S.C 401 or 402 and acknowledgment of Government sponsorship (including agreement number) to the data when such data when such data are delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office.

For data other than computer software the grantee grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicity and display publicity, by or on behalf of the Government. For computer software, the grantee grants to the Government and others acting in its behalf, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicity and display publicity, by or on its behalf of the Government.

(2) Data not first produced in the performance of this agreement. The grantee shall not, without prior written permission of the CO, incorporated in data delivered under this agreement any data not in first produced in the performance of this agreement and which contains the copyright notice of 17 U.S.C. 401 or 402 unless the grantee identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in subparagraph c(1) of this clause, provided, however, that if such data are computer software Government shall acquire a copyright license

as set forth in subparagraph g(3) of this clause or as otherwise may be provided in a collateral agreement incorporated in or made part of this agreement.

(3) Removal of copyright notices. The Government agrees not to remove any copyright notices placed on data pursuant to this paragraph c, and to include such notices on all reproduction of the data.

d. Release, Publication and use of data.

(1) The grantee shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the grantee in the performance of this agreement, except to the extent that such data may be subject to the Federal export control or national security laws or regulations or unless otherwise provided in this paragraph of this clause or expressly set forth in this agreement.

(2) The grantee agrees that to the extent it receives or is given access to data necessary for the performer of this agreement which contains restrictive markings, the grantee shall treat the data in accordance with such markings unless otherwise specifically authorized in writing by the CO.

e. Unauthorized markings of data.

(1) Not withstanding any other provisions of this agreement concerning inspection or acceptance, if any data delivered under this agreement are marked with the notices specified in subparagraph g (2) or g (3) of this clause and use of such is not authorized by this clause, or if such data bears any other restrictive or limiting markings not authorized by this agreement, the CO may at anytime either return the data to the grantee, or cancel or ignore the markings. However, the following procedures shall apply prior to canceling or ignoring the markings:

(i) The CO shall make written inquiry to the grantee affording the grantee 30 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) The grantee fails to respond or fails to provide written justification to substantiate the property markings within the 30-day period (or a longer time not exceeding 90 days approved in writing by the CO for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after the said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the grantee provides written justification to substantiate the propriety of the markings within the period set in subdivision e (1) (i) of this clause, the CO shall consider such written justification and determine whether or not the markings are to be canceled or ignored. If the CO determines that the markings are authorized, the grantee shall be so notified in writing. If the Co determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the CO shall furnish the grantee a written determination, which determination shall become the final agency decision regarding the appropriateness of the markings unless the grantee files suit in a court of contempt jurisdiction within 90 days of receipt of the CO's decision. The Government shall continue to abide by the markings under this subdivision e(1)(iii) until final resolution of the matter either by the CO's determination becoming final (in which instance the Government shall thereafter have the right to cancel or ignore the marking at any time and the data will no longer be made subject to any disclosure prohibitions) or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in subparagraph e (1) of this clause may be modified in accordance with regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request hereunder.

f. Omitted or incorrect markings.

(1) Data delivered to the Government without either the limited rights or restricted rights notice as authorized by paragraph g of this clause, or the copyright notice required by paragraph c of this clause, shall be deemed to have been furnished with unlimited rights, and the Government assumes no liability for the disclosure, use, or reproduction of such data. However, to the extent the data has not been disclosed without restriction outside the Government, the grantee may request, within 6 months (or longer time approved by the CO for good cause shown) after delivery of such data; permission to have notices placed on qualifying data, at the greater grantee's 's expense, and the CO may agree to do so if the grantee - -

(i) Identifies the data to which the omitted notice to be applied;
(ii) Demonstrates that the omission of the notice was inadvertent;
(iii) Establishes that the use of the proposed notice is authorized; and
(iv) Acknowledges that the Government has no liability respect to the disclosure or use of use of any such data
made prior to the addition of the notice or resulting from the omission of the notice.

(2) The CO may also (i) permit correction at the grantee's expense, of incorrect notices if the grantee identifies the data on which correction of the notice is to be made, and demonstrates that the correct notice is authorized, or (ii) correct any incorrect notices.

g. Protection of limited rights data and restricted computer software.

(1) When data other than that listed in subdivision b (1)(i), (ii) and (iii) of this clause are specified to be delivered under this agreement and qualify as either limited rights data or

restricted computer software, if the grantee desires to continue protection of such data, the grantee shall withhold such data and not furnish them to the Government under this agreement. As a condition to this withholding the grantee shall identify the data being withheld and furnish form, fit, and function data in lieu thereof. Limited rights data that is formatted as a computer database for delivery to the Government are to be treated as limited rights data and not restricted computer software.

(2) Notwithstanding subparagraph g (1) of this clause, the agreement may identify and specify the delivery of limited rights data, or the CO may require by written request the delivery of limited rights data that has been withheld or would otherwise be withholdable. If delivery of such data is so required, the grantee may affix the following "Limited Rights Notice" to the data and the Government will thereafter treat the data, subject to the provisions of paragraph e and f of this clause, in accordance with such Notice:

LIMITED RIGHTS NOTICE

(a) These data are submitted with limited rights under NHTSA Agreement No. ________________________ These data may be reproduced and used by the Government with the express limitation that they will not, without written permission of the grantee, be used for purpose of manufacture or disclosed outside the Government; except that the Government may disclose these data outside the Government for the following purposes, if any, provided that the Government makes such disclosure subject to prohibition against further use and disclosure:

(i) Use (except for manufacture) by support service contractors.
(ii) Evaluation by nongovernmental evaluators
(iii) Use (except for manufactures) by other grantees or contractors participating in the Government's program of which the agreement is a part, for information and use in connection with the effort of work performed under each agreement or contract.
(iv) Release to a foreign government, or instrumentality thereof, as the interests of the United States may require, for information or evaluation by such government.

b. This Notice shall be marked on any reproduction of these data in whole or in part.

(End of notice)

(3)(i) Notwithstanding subparagraph g(1) of this clause, the agreement may identify and specify the delivery of restricted computer software, or the CO may require by written request the delivery of restricted computer software that has been withheld or would otherwise be withheld. If delivery of such computer software is so required, the grantee may affix the following "Restricted Rights Notice" to the computer software and the Government will thereafter treat the computer software, subject to paragraphs e and f of this clause, in accordance with the Notice:

RESTRICTED RIGHTS NOTICE

(a) This computer software is submitted with restricted rights under NHTSA Agreement No. __________________ It may not be used, reproduced, or disclosed by the Government except as provided in a paragraph (b) of this Notice or as otherwise expressly stated in the agreement.

(b) This computer software may be - -

(1) Used or copied for use in or with the computer for which it was acquired, including use at any Government installation to which such computer or computers may be transferred;
(2) Use or copied for use in a backup computer if any computer for which it was acquired is non-operative;
(3) Reproduced for safekeeping (archives) or backup purposes;
(4) Modified, adapted, or combined with other computer software, provided that the modified, combined, or adapted portions of the derivative software incorporating restricted computer software are made subject to the same restricted rights; and
(5) Disclosed to and reproduced for use by support service contractors in accordance with subparagraphs (b)(1)
through (4) of this clause, provided the Government makes such disclosure or reproduction subject to these restricted rights; and
(6) Used or copied for use in or transferred to a replacement computer.

(c) Notwithstanding the foregoing, if this computer (software is published copyrighted computer software, it is licensed to the Government, without disclosure prohibitions, with the minimum rights set forth in paragraph (b) of this clause.

(d) Any other rights or limitations regarding the, duplication, or disclosure of this computer software are to be expressly stated in, or incorporated in the agreement.

e. This Notice shall be marked on any reproduction software, in whole or in part.

(End of notice)

(3)(ii) Where it is impractical to include the Restricted Rights Notice on restricted computer software, the following short- form. Notice may be used in lieu thereof:

RESTRICTED RIGHTS NOTICE - SHORT FORM

Use, reproduction, or disclosure is subject to restrictions set forth in NHTSA Agreement No. ________________________ with (name of Grantee).

(End of notice)

(3)(iii) If restricted computer software is delivered with the copyright notice of 17 U.S.C. 401, it will be presumed to be published copyrighted computer software licensed to the Government without disclosure prohibitions, with the minimum rights set forth in paragraph b of this clause, unless the grantee includes the following statement with such copyright notice: “Unpublished - - rights reserved under the Copyright Laws of the United States.”

h. Third Party Contracts. The grantee has the responsibility to obtain from its third – party contractors all data and rights therein necessarily to fulfill the grantee’s obligations to the Government under this agreement. If a third-party contractor refuses to accept terms affording the Government such rights, the grantee shall, the grantee shall promptly bring such refusal to the attention of the CO

i. Relationship to patents. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting, the scope of any license or other right otherwise granted authorized.

8. RESTRICTIONS ON PRINTING

a. Governments Printing and Binding Regulations are published by the Joint Committee on Printing, Congress of the United States. These regulations are applicable to NHTSA when NHTSA bears the entire cost of printing of materials exclusively for its own use.

b. This assistance agreement is not made primarily or substantially for the purpose of typesetting or having material printed for NHTSA use.

c. The grantee may reproduce reports, data, or otherwise written material requires under the terms of the agreement for the use of NHTSA, provided that the material duplicated does not exceed 5,000 units of only one page, or that the items consisting of multiple pages do not exceed 25,000 units in the aggregate. Grantees must advise the CO if the estimated quantities will exceed these ceilings so that Department/Committee approval can be obtained.

d. These restrictions do not preclude the writing, editing, preparation of manuscript copy and related illustrations material, or the publication of findings by grantees; or the administrative printing requirements of the grantee required for its own use to respond to the terms of the agreement.

9. OTHER ADMINISTRATIVE PROVISIONS AND ASSURANCES.

a. No Government Obligations to Third Parties. Absent its specified content the NHTSA shall not be subject to any obligations or liabilities with respect to any persons or entirety not a party to this agreement in connection with performance under the agreement, notwithstanding its occurrences in or approval of the solicitation or award of any third-party contract.

b. Severability. If any provisions of this agreement are held invalid, the remainder of this agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

c. The grantee assures and certifies that no member of or delegate to Congress, or resident Commissioner, will be admitted to any share or part of this assistance agreement, or to any benefit arising from it. And further, it shall comply with the provisions of 18 U.S.C. 1913 which prohibits the direct or indirect use of any finds appropriated by Congress to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or any other device intended or designed to influence a member of Congress, to favor or oppose, any legislation or appropriation, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation.

d. The grantee warrants that it has not paid and agrees not to pay any bonus, commission or fee for the purpose of obtaining approval of its application for the financial assistance agreement.

e. The grantee assures that it shall comply with all applicable provisions of Federal, State and local law. Nothing in this agreement shall require the grantee to observe or enforce compliance with any provision hereof, perform any other act or do any other thing in contravention of applicable State or territorial law; provided that if any of provisions of the agreement would require the grantee to violate any applicable. State or territorial law, the grantee will at once notify the CO in writing in order that appropriate modifications may be made to the agreement to remedy the violation.

All limits and standards set forth in this agreement are minimum requirements, and shall not affect this application of more stringent State or local standards, provided however, that in its procurement actions under this agreement, the grantee shall not give any preference to or discriminate against goods and services produced or manufactured in any country, State or other geographical area, except as provided in paragraph f. below.

f. The grantee assures and certifies that all manufactures products, steel, and cement used in carrying out this agreement are produced in the produced in the United States, In accordance with Section 165 of the Surface Transportation Assistance Act of 1982 (Pub. L. 97-424; 96 Statue. 2097) unless the Secretary of DOT has determine under Section 165 that it is appropriate to waive this requirement.

10. ORDER OF PRECEDENCE

In the event of any inconsistency between any provisions of this agreement, the following order of precedence shall apply:

a. Statement of Purpose (excluding the grantee’s proposal, if incorporated).
b. Special provisions contained in the assistance agreement.
c. General Provisions, whether referenced or stated in full text, contained herein.
d. The grantee’s proposal (if incorporated).

FORM **CD-511**
(REV 1-05)

U.S. DEPARTMENT OF COMMERCE

CERTIFICATION REGARDING LOBBYING

Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 28, "New Restrictions on Lobbying." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Commerce determines to award the covered transaction, grant, or cooperative agreement.

LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over $100,000 or a loan or loan guarantee over $150,000 as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in conncection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying." in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure occurring on or before October 23, 1996, and of not less than $11,000 and not more than $110,000 for each such failure occurring after October 23, 1996.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

In any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, ''Disclosure Form to Report Lobbying,'' in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure occurring on or before October 23, 1996, and of not less than $11,000 and not more than $110,000 for each such failure occurring after October 23, 1996.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

NAME OF APPLICANT	AWARD NUMBER AND/OR PROJECT NAME
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

OMB NO.: 2105-0555
DOT F 2307-1
EXPIRATION DATE: 01/31/2016

DRUG-FREE WORKPLACE ACT CERTIFICATION FOR A GRANTEE OTHER THAN AN INDIVIDUAL

1. The ____
(Name of Applicant for a Grant or Cooperative Agreement)
certifies that it will establish and continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

b. Establishing an ongoing drug-free awareness program to inform employees about--

1. The dangers of drug abuse in the workplace;
2. The Applicant's policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and employee assistance programs; and,
4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

c. Making it a requirement that each employee to be engaged in the performance of the grant or cooperative agreement be given a copy of the statement required by paragraph (a).

d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant or cooperative agreement, the employee will--

1. Abide by the terms of the statement; and,
2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statue occurring in the workplace no later than five (5) calendar days after such conviction;

e. Notifying the Federal agency in writing, within ten (10) calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction, Employers of convicted employees must provide notice, including position title, to every project officer or other designee on whose project activity the convicted employee was working. Notice shall include the identification number(s) of each affected grant or cooperative agreement.

f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted--

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

2. The Applicant's headquarters is located at the following address. The addresses of all workplaces maintained by the Applicant are provided on an accompanying list.

Name of Applicant: ____________________________________

____________________________________ ________________________________
(Signature of Authorized Official) (Date)

OMB NO.: 2105-0555
DOT F 2307-1
EXPIRATION DATE: 01/31/2016

PAPERWORK REDUCTION ACT PUBLIC BURDEN STATEMENT

A Federal agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a current valid OMB control number. The OMB Control No. for this information collection is 2105-0555. The information requested on this form is being collected and disseminated by the U.S. Department of Transportation, Office of the Secretary as a courtesy to the public. Public reporting for this collection of information is estimated to be 15 minutes per response, including time for reviewing instructions, and completing and reviewing the collection of information. All responses to this collection of information are mandatory Send comments regarding the burden estimate or any other aspect of the collection of information, including suggestions for reducing this burden, to: Information Collection Clearance Officer, Office of the Secretary, Office of Small and Disadvantaged Business Utilization, Financial Assistance Division, 1200 New Jersey Ave., S.E., 5th Floor, W56-448, Washington, DC 20590.

PRIVACY ACT STATEMENT

The Privacy Act requires that we provide you with the following information regarding our use of your Personally Identifiable Information. The information on this application is solicited under the authority of Title 49 U.S.C. 332(b)(3)(4)(5) which authorizes DOT OSDBU to assist Disadvantage Business Enterprises and Small and Disadvantaged Business in acquiring access to working capital and to debt financing, in order to obtain transportation related contracts wholly or partially funded by DOT. Your request cannot be processed unless the data is complete. Disclosures of name and other personal identifiers are required for a benefit, as DOT requires an individual seeking assistance from DOT to provide with sufficient information for it to evaluate the risk of a loan application. In making loan guarantees pursuant to Title 49 U.S.C. 332(b)(3)(4)(5), DOT is required to have reasonable assurance that the loan is of sound value and will be repaid or that is in the best interest of the Government to grant the assistance required. Routine uses of records maintained in the system include: processing, review, and final approval of your loan by authorized Office of Small and Disadvantaged Business Utilization (OSDBU) personnel; internal loan review and independent financial analyst provided by a financial expert contractor working for OSDBU; the loan referral to a Participating Lender involved in the underwriting, loan approval, and loan servicing of the loan guarantee; and recording in the Grant Information System. Disclosure of your Social Security Number (SSN) and/or date of birth (DOB) are optional. Refusal to furnish your SSN and/or DOB will not result in the denial of any right, benefit or privilege provided by law; however, failure to provide SSN and/or DOB may result in the delay of a response of the processing of your loan application or its rejection. Routine uses of your social security number include: processing, review, and final approval of your loan by authorized Office of Small and Disadvantaged Business Utilization (OSDBU) personnel; internal loan review and independent financial analysis provided by a financial expert contractor working for OSDBU; and the loan referral to a Participating Lender involved in the underwriting, loan approval, and loan servicing of the loan guarantee.

ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM

OMB No. 1510-0056

This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Express Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion. See reverse for additional instructions.

PRIVACY ACT STATEMENT

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

AGENCY INFORMATION

FEDERAL PROGRAM AGENCY		
AGENCY IDENTIFIER:	AGENCY LOCATION CODE (ALC):	ACH FORMAT: ☐ CCD+ ☐ CTX
ADDRESS:		
CONTACT PERSON NAME:		TELEPHONE NUMBER: ( )
ADDITIONAL INFORMATION:		

PAYEE/COMPANY INFORMATION

NAME	SSN NO. OR TAXPAYER ID NO.
ADDRESS	
CONTACT PERSON NAME:	TELEPHONE NUMBER: ( )

FINANCIAL INSTITUTION INFORMATION

NAME:	
ADDRESS:	
ACH COORDINATOR NAME:	TELEPHONE NUMBER: ( )
NINE-DIGIT ROUTING TRANSIT NUMBER: ___ ___ ___ ___ ___ ___ ___ ___ ___	
DEPOSITOR ACCOUNT TITLE:	
DEPOSITOR ACCOUNT NUMBER:	LOCKBOX NUMBER:
TYPE OF ACCOUNT: ☐ CHECKING ☐ SAVINGS ☐ LOCKBOX	
SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL: (Could be the same as ACH Coordinator)	TELEPHONE NUMBER: ( )

SF 3881 (Rev. 2/2003)
Prescribed by Department of Treasury
31 U S C 3322; 31 CFR 210

Instructions for Completing SF 3881 Form

Make three copies of form after completing. Copy 1 is the Agency Copy; copy 2 is the Payee/Company Copy; and copy 3 is the Financial Institution Copy.

1. Agency Information Section - Federal agency prints or types the name and address of the Federal program agency originating the vendor/miscellaneous payment, agency identifier, agency location code, contact person name and telephone number of the agency. Also, the appropriate box for ACH format is checked.

2. Payee/Company Information Section - Payee prints or types the name of the payee/company and address that will receive ACH vendor/miscellaneous payments, social security or taxpayer ID number, and contact person name and telephone number of the payee/company. Payee also verifies depositor account number, account title, and type of account entered by your financial institution in the Financial Institution Information Section.

3. Financial Institution Information Section - Financial institution prints or types the name and address of the payee/company's financial institution who will receive the ACH payment, ACH coordinator name and telephone number, nine-digit routing transit number, depositor (payee/company) account title and account number. Also, the box for type of account is checked, and the signature, title, and telephone number of the appropriate financial institution official are included.

Burden Estimate Statement

The estimated average burden associated with this collection of information is 15 minutes per respondent or recordkeeper, depending on individual circumstances. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Financial Management Service, Facilities Management Division, Property and Supply Branch, Room B-101, 3700 East West Highway, Hyattsville, MD 20782 and the Office of Management and Budget, Paperwork Reduction Project (1510-0056), Washington, DC 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	a. bid/offer/application b. initial award c. post-award	a. initial filing b. material change **For Material Change Only:** year ________ quarter ________ date of last report ____________

4. Name and Address of Reporting Entity:	**5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:**
☐ **Prime** ☐ **Subawardee** Tier ______, *if known*: **Congressional District**, *if known*: 4c	 **Congressional District**, *if known*:
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____________
8. Federal Action Number, *if known*:	**9. Award Amount,** *if known*: $
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*):	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*):
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: ______________________ Print Name: ______________________ Title: ______________________ Telephone No.: ______________ Date: ________
Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

PRINT

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizationallevel below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.