U.S. Department of Transportation

Pipeline and Hazardous Materials Safety Administration (PHMSA)

Notice of Funding Opportunity

Supplemental Public-Sector Training Grants

Fiscal Year (FY) 2019

NOFO Posted Date: March 26, 2019
Application Due Date: May 24, 2019
Questions Due Date: May 23, 2019

Applicant must register at www.grants.gov to apply online. It is highly recommended that applicants begin the registration process as soon as possible to avoid delays in application submission. Additionally, applicants must maintain an active registration in the System for Award Management at www.SAM.gov.

Furthermore, applicants must register with FedConnect at https://www.fedconnect.net for an account before submitting an application. Your organization's Marketing Partner ID number (MPIN), which can be retrieved from SAM, is required to create an account. For instructions on how to register in FedConnect and how to use the portal, view the *FedConnect: Ready, Set, Go! Tutorial* under the *Need Help?* section on the FedConnect home page.

Assistance Listing (CFDA)
20.703 "Interagency Hazardous Materials Public Sector Training and Planning Grants"

PHMSA Notice of Funding Opportunity Number
693JK319NF0009

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Program Summary

Federal Agency Name:	U.S. Department of Transportation (DOT) Pipeline and Hazardous Materials Safety Administration (PHMSA)
Funding Opportunity Title:	"Supplemental Public-Sector Training Grants – FY 2019"
Announcement Type:	Initial Announcement
Funding Opportunity Number:	693JK319NF0009
CFDA Number:	20.703
NOFO Posted Date:	March 26, 2019
Application Due Date:	May 24, 2019

MISSION

The mission of the U.S. Department of Transportation (DOT) is to ensure our nation has the safest, most efficient and modern transportation system in the world. DOT's Pipeline and Hazardous Materials Safety Administration (PHMSA) protects people and the environment by advancing the safe transportation of energy and other hazardous materials that are essential to our daily lives. To do this, the agency establishes national policy, sets and enforces standards, educates, and conducts research to prevent incidents. Additionally, PHMSA prepares the public and first responders to reduce consequences if an incident occurs. To accomplish this, PHMSA awards grants to states, tribes, territories, and nonprofit organizations that assist in our mission to ensure pipelines operate safely and shipments arrive without incident.

SECTION A - PROGRAM DESCRIPTION

A. 1 Statement of Purpose

The Pipeline and Hazardous Materials Safety Administration (PHMSA), through this competitive grant opportunity, is requesting applications from national nonprofit fire service organizations for Supplemental Public-Sector Training (SPST) grant funds. The foundation of the SPST Grants Program is a "train-the-trainer" model. The intent of the grant is to train hazmat instructors who will then train public-sector hazmat responders. Properly planned and maintained training programs are essential to ensuring that emergency responders who receive training under the grant will have the ability to protect nearby persons, property, and the environment from the effects of accidents or incidents involving the transportation of hazardous material in accordance with existing regulations or National Fire Protection standards for competence of responders to accidents and incidents involving hazardous materials.

A.2 Statute and Program Authority

The SPST grant program was authorized by Congress in the Hazardous Materials Transportation Authorization Act of 1994 (P. L. 103–311), which amended 49 U.S.C. § 5116 and added a new subsection (i) concerning supplemental training grants.

A.3 Background

SPST grants are intended to further the purposes of the Hazardous Materials Emergency Preparedness (HMEP) grant program under § 5116(a), to train public-sector hazmat responders. § 5116(i)(1) provides that the Secretary of Transportation "shall, subject to the availability of funds and through a competitive process, make grant(s)to national nonprofit fire service organizations for the purpose of training instructors to conduct hazardous materials response training programs for individuals with statutory responsibility to respond to hazardous materials accidents and incidents." To the extent determined appropriate, SPST grant funds may also be used to train individuals with responsibility to respond to accidents and incidents involving hazardous material, as allowed for under § 5116(i)(6).

SECTION B - FEDERAL AWARD INFORMATION

B.1 Funding

This notice of funding opportunity is subject to the availability of funds. PHMSA anticipates $938,000 will be made available to support the SPST grant program. The expected amounts of individual Federal awards for organizations range from $467,000 to $938,000.

B.2 Period of Performance

The period of performance is twelve (12) months from the effective date of award for each grant.

B.3 Type of Award

Discretionary grant award.

B.4 Previous Awards

Applicants who received a previous PHMSA Supplemental Public-Sector Training grant award may apply for a FY 2019 grant.

SECTION C - ELIGIBILITY INFORMATION

C.1 Eligible Applicants

The FY2019 SPST grant program is open to national nonprofit fire service organizations for the purpose of training instructors to conduct hazardous materials response training programs for individuals with statutory responsibility to respond to hazardous materials accidents and incidents; and to train individuals with responsibility to respond to accidents and incidents involving hazardous material, as allowed for under § 5116(i)(6).

C.2 Cost Sharing or Matching

There are no cost-sharing or matching requirements.

SECTION D - APPLICATION AND SUBMISSION INFORMATION

D.1 Request Application Package

PHMSA requires applicants for this funding opportunity to apply electronically through grants.gov. Applicants must download the application package associated with this funding opportunity by following the directions provided on grants.gov.

The application package contains the required electronic forms and the ability to upload attachments for the budget narrative, budget justification, project narrative, assurances, and certifications. The applicant must submit the information outlined in the Application Guide in addition to the program-specific information below.

D.2 Content and Form of Application

Applications should be clear, concise and free of mathematical errors in the line-item budget and budget narrative. Program narratives should have the sections clearly identified and follow the structure requested in this notice of funding opportunity.

Applications for FY 2019 SPST grant funding should be submitted in electronic format in grants.gov according to the following outline. There are two overall sections: (1) standard forms that the applicant will upload and complete from grants.gov under the FY 2019 Supplemental Public-Sector Training grant funding opportunity; and (2) attachments the applicant will need to create and upload.

To begin the process, applicants must be registered with www.Grants.gov to submit an application. It is highly recommended that applicants begin the registration process as soon as possible to avoid delays with submission. **Failure to comply with the prescribed application requirements as described in this section will result in an application not being reviewed.**

Accessing Grants.gov:
For new users, go to http://www.grants.gov/web/grants/applicants.html, or go to the main page at http://www.grants.gov/ and select "Register." **NOTE: New user registrations for Grants.gov can take up to two weeks to complete.** For additional questions on how to register, contact Grants.gov support by phone at (800) 518-4726 or by email at support@grants.gov. Carla Sheppard may also be able to help answer questions on applying for Grants.gov usernames/passwords as they specifically relate to the CSG program. Please contact Carla Sheppard by phone at 202-366-2738 or by email at Carla.Sheppard@dot.gov.

Accessing Fedconnect:
Applicants must register with FedConnect at https://www.fedconnect.net for an account before submitting an application. Your organization's Marketing Partner ID number (MPIN), which can be retrieved from SAM, is required to create an account. For instructions on how to register in FedConnect and how to use the portal, view the *FedConnect: Ready, Set, Go! Tutorial* under the *Need Help?* section on the FedConnect home page. For other technical issues or questions, either email support@fedconnect.net or call us at 1-800-899-6665. The FedConnect Support Center is staffed Monday - Friday 8 a.m. to 8 p.m., EDT, except Federal holidays.

1. Standard Forms

The following forms are found in grants.gov under the FY 2019 SPST Grant Funding Opportunity and must be completed by the applicant.

- SF-424 – Application for Federal assistance
- SF-424A – Budget Information
- ED-80-0013 – Certifications Regarding Lobbying; Debarment, Suspension, Drug-Free Workplace etc.
- Standard Title VI/Non-Discrimination Assurances – Civil Rights Assurances

2. Applicant Attachments to be submitted

All required forms must be created by the applicant and uploaded to grants.gov under the FY 2019 Supplemental Public-Sector Training Grant Funding Opportunity. Guidance for submitting the project narrative and budget narrative is listed in the following section.

- Project Narrative attachment
- Budget Narrative attachment
- Indirect cost agreement; and/or Statement claiming 10% de minimis (if applicable)
- Additional optional attachments (if applicable)

The application forms and templates are available on Grants.gov in the 'Related Documents' tab with detailed instructions on the application process.

3. Project Narrative Required Sections

The following Project Narrative sections are required. To facilitate the application review and award process, submit the sections in order of their appearance as stated below. Applicants should clearly identify the sections in the project narrative section of the application.

(a) **Organization Information and Capacity**. Briefly provide information about your organization. This should include: (1) your organization's mission; (2) a brief overview of the structure of your organization, programs, leadership, and special expertise; and (3) your organization's experience and capacity to manage Federal grant programs – with emphasis on experience managing Federal grants related to train-the-trainer and direct delivery for training emergency responders to safely and effectively respond to hazardous materials transportation incidents.

(b) **Contact Information**. Identify the designated project director, including the name, position, address, email address, and telephone number of the individual(s) who will be responsible for coordinating the funded activities. Additionally, identify authorized individuals who will accept the awarded grant document, as well as individuals responsible for the submission of required federal financial reports.

(c) **Statement of Need**. (1) Describe the needs and gaps for the training of instructors to train individuals with the statutory responsibility to respond to hazardous materials accidents and incidents. The level of need may be described using quantitative and qualitative information preferably based upon macro-level national data, or specific examples of locations with deficiencies in hazmat response training, or a combination of both. (2) Briefly explain how the proposed activities will help to address the identified needs.

(d) **Proposed training activities and timeline**. Describe the proposed training activities for the SPST grant. Include a clear timeline of forecasted dates for projected events. This section should include:

(e) the type of training activities proposed

(f) the location of the activities

(g) a plan for training emergency responders in rural areas

(h) the timeframe when the activity will take place. The timeline should include benchmarks and milestones that will assist with monitoring the project's success. Additionally, any training curriculum or instructor development activities should be described and included in the timeline of events.

(i) **Curriculum.** Provide any training curriculum that will be used for training or a detailed description of the curriculum. If curriculum will be developed during the grant's period of performance, provide a detailed described of curriculum that will be developed.

(j) **Projected outputs and objectives**. Provide quantifiable and measurable outputs planned for the grant's period of performance. Outputs are quantitative data that describe the proposed activities. For delivery of hazmat training courses, outputs should include: (1) number and type of course(s); (2) the number of projected students trained for each course; and (3) number of contact hours for each course. Additionally, broader outcomes or goals may be provided to describe the intended impact of the proposed outputs. This can be either quantitative or qualitative, and should reflect the projected impact of the grant activity outputs.

(k) **Monitoring and evaluation of training**. Provide an explanation of monitoring efforts, internal controls and quality assurance plans to ensure grant program success. These may include, but are not limited to, random examinations, inspections, and audits of training to maximize the cost effectiveness and impact of the program.

4. Budget Narrative Required Sections

The budget narrative is an explanation of each budget component which supports the costs of the proposed work. The budget narrative should focus on how each budget item is required to achieve the proposed project goals and objectives. It should also justify how budget costs were calculated. The budget narrative should be clear, specific, detailed, mathematically correct, and correspond to the SF-424A line-item categories.

Provide a budget narrative justification by Object Class that corresponds to the amount listed on the SF-424A and why the amount is needed to implement the project as proposed in the project narrative. The budget narrative must correspond with the costs identified in the SF-424A line item budget, and vice versa.

A well-developed budget narrative is an effective monitoring tool for both the awarding agency, and grant recipient. However, a budget narrative that does not represent a project's needs makes it difficult to recommend for full funding and to assess financial performance over the life of the project. A description of the object class categories is provided below:

(1) **Personnel** costs are the employee salaries working directly on the grant project. Include the number, type of personnel, the percentage of time dedicated to the project, hourly wage (or salary) and total cost to the grant.

- This category is limited to only persons employed by your organization. Those not employed by your agency shall be classified as subrecipients or contractors and should be listed under the "Contractual" or "Other" object class.

- Only include compensation paid to employees engaged in grant activities.

- Costs should be consistent with that paid for similar types of work within the organization.

(2) **Fringe Benefit** costs are the allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages. Fringe costs are benefits paid to employees, including the cost of employer's share of FICA, health insurance, workers' compensation, and vacation. Include how the fringe benefit amount is calculated (i.e., actual fringe benefits estimate, approved rate, etc. Include a description of specific benefits charged to a project and the benefit percentage. Additional considerations:

- The personnel/salaries should have corresponding fringe; and vice-versa. PHMSA cannot pay fringe benefits for a position that is not listed in the Personnel section.
- Explain what is included in the benefit package and at what percentage.
- Fringe benefits are only for the percentage of time devoted to the grant project.
- The applicant must not combine the fringe benefit costs with direct salaries and wages in the personnel category.

(3) **Travel:** Travel costs are those costs requested for field work or for travel to professional meetings associated with grant activities. Provide the purpose, method of travel, number of persons traveling, number of days, and estimated cost for each trip. If details of each trip are not known at the time of application submission, provide the basis for determining the amount requested.

(4) **Equipment:** Equipment costs includes those items which are tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of $5,000 or more per unit, unless the applicant has a clear and consistent written policy that determines a different threshold. Include a description, quantity and unit price for all equipment.

- Purchases of less than $5,000 should be listed under "Supplies" or "Other."
- Each item of equipment must be identified with the corresponding cost. General-purpose equipment must be justified as to how it will be used on the project.
- Analyze the cost benefits of purchasing versus leasing equipment, particularly high-cost items and those subject to rapid technical advances. List rented or leased equipment costs in the "Contractual" or "Other" category, depending upon the procurement method.

(5) **Supplies** are tangible personal property other than equipment. Include the types of property in general terms. It is not necessary to document office supplies in detail (for example: reams of paper, boxes of paperclips, etc.). However, applicants

should include a quantity and unit cost for larger cost supply items such as computers and printers.

(6) **Contractual** costs are those services carried out by an individual or organization, other than the applicant, in the form of a procurement relationship. There are two ways to capture costs in this category: subgrants and contracts.

a) **A Subgrant** - is an award provided by a pass-through entity (Grantee/Recipient) to a subrecipient. That subrecipient carries out part of a program for which the Grantee/Recipient received Federal support. A subrecipient has its performance measured in relation to whether objectives of a Federal program were met; has responsibility for programmatic decision making; is responsible for adherence to applicable Federal program requirements specified in the Federal award; and (in accordance with its agreement), uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the pass-through entity.

b) **A Contract** - is a legal instrument by which a Grantee/Recipient purchases property or services needed to carry out the project or program under an award. A contract/contractor provides the goods and services within normal business operations; provides similar goods or services to many different purchasers; normally operates in a competitive environment; and provides goods or services that are ancillary to the operation of the Federal program.

For all contractual line-item costs, include rationale for the costs; include the specific contract goods and/or services provided; and the related expenses for those goods and services. Simply entering the statement "contractual services" will not be considered sufficient.

(7) **Other** costs that do not fit any of the aforementioned categories, such as rent for buildings used to conduct project activities, utilities, leased equipment, employee training tuition, etc. "Other" direct costs must be itemized.

(8) **Indirect Costs: (must include IDC agreement or statement claiming de minimis rate)** Indirect costs are allowable in the SPST grant. Indirect costs are incurred for common or joint objectives that benefit more than one project. The applicant must include a current and fully executed indirect cost rate agreement in the application if claiming indirect costs. The rate must be applied to the appropriate base in the approved agreement. If the rate will not be approved by the application due date, attach the letter of renewal or letter of request that you sent to your cognizant agency to your application. A non-profit entity that has never received a negotiated indirect cost rate may elect to charge a de minimis rate of 10% of modified total direct costs (MTDC) which may be used indefinitely. Applicants intending to charge the de minimis rate must include a

statement verifying that the organization has never received a negotiated indirect cost rate and that the organization has elected to charge the de minimis rate.

(9) **Match**: Not applicable for the SPST grant program.

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

Each applicant is required to: (i) Be registered in SAM (SAM.gov) before submitting its application; (ii) provide a valid DUNS number in its application; and (iii) continue to maintain an active SAM registration and DUNS with current information always during which it has an active Federal award or an application under consideration.

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

NOTE: PHMSA recommends that Applicants review the SAM database to ensure that their DUNS number is updated and "active." Link:
https://www.sam.gov/portal/public/SAM/

D.4 Submission Dates and Times

Completed applications must be received electronically by 5:00 pm Eastern Daylight Time on May 24th, 2019. If an applicant has technical difficulties submitting the application through Grants.gov, please contact the Grants Program Office, Phone: (202) 366-1109 or Email: HMIT.Grants@dot.gov. Late application submissions will not be considered.

D.5 Funding Restrictions

No less than 25% of the total training activities listed in the application should be for conducting train-the-trainer courses. PHMSA's funding priority for the SPST grant is for instructors to train to the specific needs of public sector hazmat responders in regions or locations in which fire departments or other organizations that provide emergency response to hazardous materials transportation accidents and incidents are lacking in that specific hazardous materials training. PHMSA will make a grant to an organization under this program only if the organization enters into an agreement with PHMSA to train instructors, on a nondiscriminatory basis, to conduct hazardous materials response training programs using a course or courses that comply with Federal regulations and national consensus standards for hazardous materials response and be open to all public-sector hazmat responders.

- Personnel costs such as overtime, backfill, stipends, and fees for the state and local personnel receiving training,
- Entertainment, alcohol, or morale costs,
- Any costs disallowed or stated as ineligible in 2 CFR part 200,
- Excessive costs for general office supplies, equipment, computer software, printing and copying.
- Illicit Drug Lab Courses

SECTION E - APPLICATION REVIEW INFORMATION

E.1 Evaluation Criteria

PHMSA will use the following evaluation criteria to determine how the applications address the needs for outreach and training:

1. **Programmatic Evaluation**
   a. Does the applicant have expertise in conducting a training program for emergency responders responsible for responding to accidents and incidents involving hazardous materials?
   b. Does the applicant include a plan for training emergency responders in rural areas?
   c. Does the applicant have the capacity to reach and involve in a training program that targets a population of emergency responders?
   d. Does the applicant provide a detailed needs assessment to identify gaps in training emergency responders include macro-level national data with references to quantitative and qualitative information?
   e. Do the proposed activities included in the application address the gaps found in the needs assessment?
   f. Are the program activities included in the application allowable, allocable, necessary and reasonable?
   g. Does the applicant provide a timeline that clearly communicates when project activities will take place?
   h. Does the application follow the train-the-trainer model, as listed as a priority in the funding announcement?
   i. Does the application list clear outputs, goals and objectives that indicates the grant will have a projected impact on reducing risk and enhancing hazmat transportation safety?
   j. Is the application cost effective with reasonable training cost/individual?
   k. Does the applicant outline a monitoring and evaluation strategy to help ensure that the project will be successful?

2. **Technical Evaluation**
   a. Is the training consistent with NFPA 472 and/or 29 CFR 1910 120(q)(2)?
   b. Does the applicant demonstrate the ability to deliver a successful train-the-trainer program for training emergency responders to safely and efficiently respond to hazmat transportation incidents?

E.2 Review and Selection Process

PHMSA will conduct an initial administrative review of each application to determine if it is complete and meets the eligibility requirements per Section C (Eligibility Information) and responsibility requirements. A team composed of representatives from hazardous materials emergency response stakeholder groups, grant management professionals, and non-career officials will review and evaluate each completed application and provide recommendations for award.

Based on how well the applications address the evaluation questions identified in Section E.1 above, the PHMSA Administrator will then consider how well the applications address the following key Departmental objectives:

a) Supporting economic vitality at the national and regional level;
b) Utilizing alternative funding sources and innovative financing models to attract non-Federal sources of infrastructure investment;
c) Accounting for the life cycle costs of the project to promote the state of good repair;
d) Using innovative approaches to improve safety and expedite project delivery; and,
e) Holding grant recipients accountable for their performance and achieving specific, measurable outcomes identified by grant applicants.
f) Projects located in or that support transportation service in a qualified opportunity zone designated pursuant to 26 USC 1400Z-1.

The Secretary of Transportation will make the final award decisions.

Rating Guideline
Exceptional - The application demonstrates that the NOFO requirements are very well understood and the approach will likely result in a very high-quality performance. The application clearly addresses and exceeds requirements with no weaknesses. The application contains outstanding features that meet or exceed on multiple dimensions the expectations of the Government. The application scope aligns very well with the DOT objectives and priorities. The risk of poor performance is very low.
Acceptable - The application demonstrates that the NOFO requirements are understood and the approach will likely result in satisfactory performance. The application addresses and meets requirements with some minor but correctable weaknesses. The application demonstrates requisite experience, qualifications, and performance capabilities. The application scope aligns with the DOT objectives and priorities. The risk of poor performance is low.

Marginal - The application demonstrates that the NOFO requirements are mostly understood and the approach will likely result in satisfactory performance for part of the request. The applicant addresses some of the requirements with some correctable weaknesses. The applicant demonstrates some experience, qualifications, and/or performance capabilities. The application scope marginally aligns with the DOT objectives and priorities. The risk of poor performance is moderate.
Unacceptable - The application does not meet the NOFO requirements. The application fails to address many requirements. The applicant may be ineligible to apply for the grant. The application could not satisfy critical requirements without a major revision and/or a rewrite of the application or a major redirection effort. The application scope does not align with the DOT objectives and priorities. The risk of poor performance is high.

E.3 FAPIIS Check

Prior to making an award, PHMSA is required to review and consider any information about the applicant that is in the designated integrity and performance system accessible through SAM (currently FAPIIS) (see 41 U.S.C. 2313). An applicant, at its option, may review information in the designated integrity and performance systems accessible through SAM and comment on any information about itself that a Federal awarding agency previously entered and is currently in the designated integrity and performance system accessible through SAM. PHMSA will consider any comments by the applicant, in addition to the other information in the designated integrity and performance system, in making a judgment about the applicant's integrity, business ethics, and record of performance under Federal awards when completing the review of risk posed by applicants as described in 2 C.F.R. § 200.205.

E.4 Anticipated Announcement and Federal Award Dates

Applicants chosen for funding will receive electronic notification of the Federal Award. Upon notification, an applicant's authorized official must electronically sign the award within the timeframe prescribed by PHMSA. PHMSA plans to make awards no later than September 2019, with a proposed period of performance start date of September 30, 2019.

SECTION F - FEDERAL AWARD ADMINISTRATION INFORMATION

F.1 Federal Award Notices

Subject to the availability of a current fiscal year appropriation and enacted budget, PHMSA's grant awarding official will award grants to responsible and eligible applicants, at its discretion, whose applications are deemed most meritorious under the procedures set forth in this NOFO. All funds provided by PHMSA must be expended solely for the purpose for which the funds are awarded in accordance with the approved application and budget, regulations, terms and conditions of the award, applicable Federal cost principles, and the Department's financial assistance regulations. Federal grant funds may not be used for lobbying or litigation.

The grant award agreement, signed by both the PHMSA Agreement Officer and the recipient's Authorized Representative, is the authorizing document and will be provided through electronic means to the Authorized Representative. The award document will provide pertinent instructions and information including, at a minimum, the following:

1) The legal name and address of the recipient;
2) Title of project;
3) Name(s) of key personnel chosen to direct and control approved activities;
4) Federal Award Identification Number (FAIN) assigned by PHMSA;
5) Period of Performance, specifying the duration of the project;
6) Total amount PHMSA approved for the project;
7) Legal authority(ies) under which the award is issued;
8) Catalog of Federal Domestic (CFDA);
9) Applicable award terms and conditions;
10) Approved budget plan for categorizing allocable project funds to accomplish the stated purpose of the award; and
11) Other information or provisions deemed necessary by PHMSA.

F.2 Administrative and National Policy Requirements

The administration of this award by PHMSA and the Recipient will be based on the following Federal statutory and regulatory requirements:

1) The authorizing language of 49 U.S.C. § 5116(i).

2) 2 CFR part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

3) The Recipient must comply with 49 CFR part 20, "New Restrictions on Lobbying." 49 CFR part 20 is incorporated by reference in this award and is available at www.gpoaccess.gov/ecfr/ by clicking on Title 49 CFR part 20.

4) The Recipient must comply with Title VI of the Civil Right Act of 1964, which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance.

5) The Recipient must comply with 49 CFR part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964." 49 CFR part 21 is incorporated by reference into this award. 49 CFR and is available at: www.gpoaccess.gov/ecfr/ by clicking on Title 49 CFR part 21.

6) The Recipient must comply with 49 CFR part 32, "Government wide Requirements for Drug- Free Workplace (Financial Assistance)," which implements the requirements of Public Law 100-690, Title Subtitle D, "Drug-Free Workplace Act of 1988." 49 CFR part 32 is incorporated by reference in this

award and is available at: www.gpoaccess.gov/ecfr/ by clicking on Title 49 CFR part 32.

F.3 Reporting

Bi-Annual Report(s) - Each grant recipient is required to submit a bi-annual (twice-yearly) Federal financial report (SF-425) and a bi-annual performance report. The reports must follow the instructions and due dates outlined in the terms and conditions of the grant award. Performance reports will include:

1. A summary of the activities and outputs that have taken place during the reporting period. This should include, at a minimum, the number of courses delivered during the period of performance, the locations where the trainings occurred, the number of students trained, total contact hours for each class, and the employer of the students trained.
2. Challenges the grantee has faced and strategies implemented to mitigate those challenges.
3. An updated timeline of grant activities projected to take place for the remainder of the grant period of performance.
4. As available, impact statements or analysis, from instructors, public sector responders or other stakeholders regarding the impact current period of performance grant activities have had on protecting people and the environment from the risks of hazardous materials transportation.

Final Report(s) - Each recipient is required to submit a final progress report and final Federal financial report (Final SF-425). Final financial reports are to be submitted no later than 90 days after the project period end date to the inbox specified in your terms and conditions. Final reports must follow the instructions outlined in the terms and conditions of the grant award.

Final performance reports are to be submitted via email as directed by the terms and conditions of the grant award, and will include:

1. A summary of the activities and outputs that took place during the period of performance. This should include the total number and type of courses delivered during the period of performance, the locations where the training occurred, the number of students trained and total contact hours for each class. Final reports should also include a list of employers who represent the students trained. If the projected outputs listed in the approved project narrative were not met, an explanation should be provided.
2. Challenges the grantee faced, and strategies taken to mitigate such challenges.
3. A completed timeline of the activities that took place during the completed period of performance.
4. As available, impact statements or analysis, from training instructors, public sector responders or other stakeholders regarding the impact current period of performance grant activities have had on protecting people and the environment from the risks of hazardous materials transportation.

All applications and reports will be made available to the public.

SECTION G - FEDERAL AWARDING AGENCY CONTACTS

Primary Point of Contact:
Shaukat Mirza, Agreement Specialist
Phone: (202) 366-2523
Email: Shaukat.mirza@dot.gov

Secondary Point of Contact:
Dwayne Cross, Agreement Officer
Phone: (202) 366-4429
Email: Dwayne.cross@dot.gov

NOTE: All questions related to the content of this funding opportunity MUST be submitted via the Message Center in FedConnect. Please do not send questions via e-mail.

Only for technical issues or questions related to FedConnect, please email support@fedconnect.net or call 1-800-899-6665.

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

Grant and Cooperative Agreement
Terms and Conditions

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1. Definitions

a) **Recipient** – A non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term "recipient" does not include subrecipients.

b) **Program Authorizing Official (PAO) –** The PAO is the delegated authority to execute the grant agreement. Should any changes to the scope, budget, schedule, or any other terms become necessary, the PAO in coordination with the AO has the authority to amend the award agreement.

c) **Agreement Officer (AO) –** The AO has the authority to obligate the Government to the expenditures of Federal funds under this award.

d) **Grant Specialist (GS) –** The GS is responsible for the daily administration of the award. The GS is NOT AUTHORIZED to change the scope, budget, specifications, and terms and conditions as stated in the award, to make any commitments that otherwise obligates the Government or authorize changes which affect the award budget, delivery schedule, period of performance, or other terms and conditions.

e) **Recipient Authorized Grantee Official –** The individual with the Recipient organization who has authority to legally and financially bind the organization. It is the Recipient's responsibility to follow their agency's policies and procedures for ensuring that authorized officials are up to date, sign the grant agreement, and endorse any prior approval actions.

f) **Recipient Project Director –** The individual designated by the recipient who is responsible for the technical direction of the program or project.

2. Recipient Responsibilities

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

3. Compliance with Award Terms and Conditions

Submission of a signed Request for Reimbursement (payment request) form constitutes the Recipient's agreement to comply with and spend funds consistent with all the terms and conditions of this award. If PHMSA determines that noncompliance by the Recipient cannot be remedied by imposing additional conditions, PHMSA may take one or more of the following actions, as appropriate in the circumstances:

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

4. Order of Precedence

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

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

5. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200)

The recipient (and any subrecipients) must comply with these requirements including the cost principles which apply to the recipient, and the audit requirements the recipient must follow. A recipient which expends $750,000 or more of federal funds, in the recipient's fiscal year, must have an audit conducted.

2 CFR 200 is incorporated by reference into this award

6. Restrictions on Use of Funds for Lobbying, Support of Litigation, or Direct Advocacy

The Recipient and its contractors may not use grant funds for lobbying in direct support of litigation, or in direct advocacy for, or against, a pipeline construction or expansion project.

The Recipient and its contractors may not conduct political lobbying, as defined in the statutes, regulations, and 2 CFR 200.450– "Lobbying," within the Federally-supported project. The Recipient and its contractors may not use Federal funds for lobbying specifically to obtain grants and cooperative agreements. The Recipient and its contractors must comply with 49 CFR 20, U.S. Department of Transportation "New Restrictions on Lobbying."

49 CFR 20 is incorporated by reference into this award.

7. Nondiscrimination

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

49 CFR 21 is incorporated by reference into this award.

In an effort to ensure that all Recipients of PHMSA funds are aware of their responsibilities under the various civil rights laws and regulations, the PHMSA Office of Civil Rights has developed an information tool and training. These documents are found on the PHMSA website at https://www.phmsa.dot.gov/about-phmsa/civil-rights/grant-recipient-information. If you should have any questions concerning your responsibilities under the External Civil Rights Program, please contact Rosanne Goodwill, Civil Rights Director, at 202-366-9638 or by e-mail at rosanne.goodwill@dot.gov.

8. Government-wide Debarment and Suspension (Non-procurement)

The Recipient must review the "list of parties excluded from federal procurement or non-procurement programs" located on the System for Award Management (SAM) website before entering into a sub-award. https://www.sam.gov No sub-award may be issued to an

entity or person identified in the "list of parties excluded from federal procurement or non-procurement programs."

2 CFR 1200 "Non-procurement Suspension and Debarment" is incorporated by reference into this award.
The Recipient must inform the PAO if the recipient suspends or debars a sub-awardee.

9. Drug-Free Workplace

The Recipient must comply with the provisions of Public Law 100-690, Title V, Subtitle D, "Drug-Free Workplace Act of 1988," which require the Recipient to take steps to provide a drug-free workplace. The Recipient must comply with 49 CFR 32, "Government-wide Requirements for Drug Free Workplace (Financial Assistance)" which is incorporated by reference into this award.

10. eInvoicing (PHMSA June 2018)

Recipients of PHMSA grants and cooperative agreementsmust use the DOT Delphi eInvoicing System.

a) Recipients' Requirements:

Recipients must:

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

b) **System User Requirements**:

i. Contact the assigned grant specialist directly to sign up for the system. PHMSA will provide the recipient's name and email address to the DOT Financial Management Office. The DOT Financial Management Office will then invite the recipient to sign up for the system.
ii. DOT will send the recipient a User Account Application form to verify identity. The recipient must complete the form, and present it to a Notary Public for verification. The recipient will return the notarized form as follows:

Via U.S. Postal Service (certified):
DOT Enterprise Services Center
FAA Accounts Payable, AMZ-100
PO Box 25710
Oklahoma City, OK 73125

Via FedEx or UPS:
DOT Enterprise Services Center
MMAC-FAA/ESC/AMZ-150
6500 S. MacArthur Blvd.
Oklahoma City, OK 73169

Note: Additional information, including training materials, and helpdesk support can be found on the DOT Delphi eInvoicing website (http://www.transportation.gov/cfo/delphi-einvoicing-system.html)

c) Waivers

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

11. Payments

Reimbursement payments will be made after the electronic receipt via the DOTeInvoicing System of "Request for Advance or Reimbursement" (Standard Form SF-270).

a) Method of payment
   - **i)** The Government will make all payments under this agreement by electronic funds transfer (EFT), except as provided by paragraph (a)(ii) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.
   - **ii)** If the Government is unable to release one or more payments by EFT, the Recipient agrees either to –
     i) Accept payment by check or some other mutually agreeable method of payment; or
     ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph d. of this clause).

b) Recipient's EFT information. The Government will make payment to the Recipient using the EFT information contained in the System for Award Management (SAM) database. If the EFT information changes, the Recipient is responsible for providing the updated information into the System for Award Management (SAM) at: https://www.sam.gov

c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

d) Suspension of payment. If the Recipient's EFT information in the SAM database is incorrect, the Government is not obligated to make payment to the Recipient under this agreement until the correct EFT information is entered into the SAM database. An invoice or agreement-financing request is not a proper invoice for the purpose of prompt payment under this agreement.

e) Recipient EFT arrangements. If the Recipient has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the SAM database, and the Recipient has not notified the Government of the payment receiving point applicable to this agreement, the Government will make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the SAM database.

f) Liability for uncompleted or erroneous transfers.
   - **i)** If an uncompleted or erroneous transfer occurs because the Government used the Recipient's EFT information incorrectly, the Government remains responsible for –
     i) Making a correct payment;
     ii) Paying any prompt payment penalty due; and

iii) Recovering any erroneously directed funds.

ii) If an uncompleted or erroneous transfer occurs because the Recipient's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and –

i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Recipient is responsible for recovery of any erroneously directed funds; or

ii) If the funds remain under the control of the payment office, the Government will not make payment, and the provisions of paragraph d. of this clause apply.

g) EFT and prompt payment. A payment will have been made in a timely manner in accordance with the prompt payment terms of this agreement if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

h) EFT and assignment of claims. If the Recipient assigns the proceeds of this agreement, the Recipient must require, as a condition of any such assignment, that the assignee register in the SAM database and be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause will apply to the assignee as if it were the Recipient. EFT information that shows the ultimate recipient of the transfer to be other than the Recipient, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph d. of this clause.

i) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Recipient's financial agent.

j) Payment information. The payment or disbursing office will forward to the Recipient available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Recipient to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph a. of this clause, the Government will mail the payment information to the remittance address contained in the SAM database.

12. Advance Payment

49 CFR § 110.50 authorizes PHMSA to issue advance payments to grant recipients. Recipient must receive prior approval from PHMSA and must meet the required criteria for advance payments be made.

a) Recipient must possess financial management systems that meet the standards for fund control and accountability as established in 2 CFR 200.302 for awards issued after that date. Recipient must ensure that advance payment requests are limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements in carrying out the purpose of the approved program or project.

b) Recipient must deposit and maintain advance payments in insured accounts whenever

possible unless the recipient receives less than $120,000 in federal awards from all sources or can demonstrate the best reasonably available interest-bearing account would not be expected to earn interest in excess of $500 per year on Federal cash balances. $250 for awards issued prior to December 26, 2014.

c) Recipient submits advance payments based on cash payment needs and not accrued liabilities.
d) Recipient must remain in compliance with the terms and conditions of their award.
e) Recipient is not indebted to the United States Government.
f) Recipient's SAM.gov registration is current and active at the time of the advance payment request.
g) The recipient maintains supporting documentation in their files and makes them available upon request to PHMSA in order to determine if the costs adhere to the applicable cost principles, statutes and regulations. PHMSA will also monitor to ensure grantee has not requested advance payments beyond immediate disbursing needs and that excess balances were promptly returned to the Treasury.

13. Advance Payment Process

To request an advance payment, log into the DOT Electronic Payment System (Delphi E-Invoicing), create and submit a standard invoice, and complete an SF270 form with the Advance Payment Request. This process is similar to requesting a reimbursement. The grant specialist assigned to your account will receive an email generated from the system with the invoice details.

a) Advance payments must be fully disbursed (example: checks written, signed, and issued to the payees) within 30 days of the date you receive the advance funds from the U.S. Treasury.
b) Advance payment requests should be submitted no earlier than 10 business days prior to the beginning of the period for which the funds are requested.
c) PHMSA will check for all of the following criteria:
    i. Your award balance is sufficient to meet the advance amount requested.
    ii. Evaluations will be based on cash payments and not on accrued liabilities.
    iii. You have satisfied program requirements including submission of required federal financial reports for prior quarters/periods.
    iv. The request is for allowable expenditures.

14. Adherence to Original Project Objectives and Budget Estimates

a) The Recipient is responsible for any commitments or expenditures it incurs in excess of the funds provided by an award. Pre-award costs are those incurred prior to the effective date of the Federal award directly pursuant to the negotiation and in anticipation of the Federal award where such costs are necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the Federal award, *and only with the written approval of the Program Authorizing Official or delegate.*

b) The Recipient must submit any proposed change, that requires PHMSA's written approval, 30 days prior to the requested effective date of the proposed change. PHMSA will not approve any change to the award during the last 30 days of the award period.

15. Prior Approvals

a) The following expenditures require the PAO's advance written approval:
   - **i)** Changes in the scope, objective, or key personnel referenced in the Recipient's proposal.
   - **ii)** Change in the project period. PHMSA must receive this request no later than 30 calendar days prior to the end of the project period. The Recipient must submit a revised budget indicating the planned use of all unexpended funds during the extension period.

b) The Recipient must submit a revised financial estimate and plan for i) and ii) above.

c) The PHMSA will notify the Recipient in writing within 30 calendar days after receipt of the request for revision or adjustment whether the request has been approved.

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

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

b) The Recipient and any Sub-recipients are encouraged to take all necessary affirmative steps to assure that small businesses, small minority-disadvantaged businesses, and small businesses which are women-owned, veteran-owned, disabled veteran-owned, or located in a HUBZone are used when possible.

c) Affirmative steps include:
   - **i)** Placing qualified small businesses, small minority-disadvantaged businesses, and small businesses which are women owned, veteran-owned, disabled veteran-owned, or located in a HUBZone on solicitation lists;
   - **ii)** Assuring that small businesses, small minority-disadvantaged businesses, and small businesses which are women-owned, veteran-owned, disabled veteran-owned or located in a HUBZone are solicited whenever they are potential sources;
   - **iii)** Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by small businesses, small minority-disadvantaged businesses, and small businesses which are women-owned, veteran-owned, disabled veteran-owned, or located in a HUBZone;
   - **iv)** Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and Using the services and assistance of the U.S. Small Business Administration and the Office of the Small and Disadvantaged Business Utilization of the Department of Transportation, as appropriate.

17. Seat Belt Use Policies and Programs

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

18. Ban on Text Messaging While Driving

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

"Driving"-

i) Means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.

ii) It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

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

b) In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, financial assistance recipients and subrecipients of grants and cooperative agreements are encouraged to:

1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving--

i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or

ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as-

i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

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

19. Rights in Technical Data

Rights to intangible property under this agreement are governed in accordance with **2 CFR 200.315** - "Intangible Property."

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

The Recipient must have the PAO's prior approval for all press releases, formal announcements, or other planed written issuance containing news or information concerning this Agreement before issuance.

21. Violation of Award Terms

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

22. Reporting Fraud, Waste, or Abuse

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

The mailing address is:
DOT Inspector General Hotline
1200 New Jersey Ave SE
West Bldg 7th Floor
Washington, DC 20590
Email: hotline@oig.dot.gov
Web: http://www.oig.dot.gov/Hotline

23. Reporting Grantee Executive Compensation/First Tier Sub-Awards (PHMSA Oct, 2010)

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

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

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

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

i) Salary and bonus.

ii) Awards of stock, stock options, and stock appreciation rights.

iii) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v) Above-market earnings on deferred compensation which is not tax-qualified.

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

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

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

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

i) Unique identifier (9-digit Data Universal Numbering System (DUNS) number) for the sub-awardee receiving the award, and for the sub-awardee's parent company, if the sub-awardee has a parent company.
ii) Name of the sub-awardee.
iii) Amount of the sub-award.
iv) Date of the sub-award.
v) A description of the effort being provided under the sub-award, including the overall purpose and expected outcome or result of the sub-award.
vi) Sub-award number (assigned by the Awardee).
vii) Sub-awardee's physical address including street address, city, state, country, 9-digit zip code, and congressional district.
viii) Sub-awardee's primary performance location including street address, city, state, country, 9-digit zip code, and congressional district.
ix) The prime award number (assigned by PHMSA)
x) Awarding agency name. (PHMSA)
xi) Funding agency name. (PHMSA)
xii) Government awarding office code. (56)
xiii) Treasury account symbol (TAS) as reported in Federal Assistance Award Data System.

xiv) The applicable North American Industry Classification System (NAICS) code.

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

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

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

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

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

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

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

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

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

iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation

information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

24. 811, Call Before You Dig Program (PHMSA June 2014)

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

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

There are five steps to safer digging:

1) Make a free call to 811 a few days before digging.

2) Wait the required time – which is prescribed in state law but generally two to three days.

3) Locate/mark the utilities accurately. (This step applies to underground facility/utility owners.)

4) Respect the marks.

5) Dig with care.

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

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

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

26. Combating Trafficking in Persons (PHMSA JULY 2016)

PHMSA may terminate grants, cooperative agreements, or take any of the other remedial actions authorized under 22 U.S.C. 7104(g), without penalty, if the grantee or any subgrantee, engages in, or uses labor recruiters, brokers, or other agents who engage in-

a) severe forms of trafficking in persons;
b) the procurement of a commercial sex act during the period of time that the grant, or cooperative agreement is in effect;
c) the use of forced labor in the performance of the grant or cooperative agreement; or
d) acts that directly support or advance trafficking in persons, including the following acts:

i) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents.
ii) Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless-

1) exempted from the requirement to provide or pay for such return transportation by the Federal department or agency providing or entering into the grant, or cooperative agreement; or

2) the employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action.

iii) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment.
iv) Charging recruited employees unreasonable placement or recruitment fees, such as fees equal to or greater than the employee's monthly salary, or recruitment fees that violate the laws of the country from which an employee is recruited.
v) Providing or arranging housing that fails to meet the host country housing and safety standards.

27. Prohibition on Awarding to Entities that Require Certain Internal Confidentiality Agreements (PHMSA FEB 2015)

a) The Recipient shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information.

b) The Recipient shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered herein are no longer in effect.

c) The prohibition in paragraph (a) above does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

d) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (P.L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Recipient is not in compliance with the provisions herein.

The Government may seek any available remedies in the event the Recipient fails to comply with the provisions herein.

28. Copyrights

PHMSA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal government purposes:

a) The copyright in any work developed under a grant, sub award, or contract under a grant or sub award; and

b) Any rights of copyright to which a Recipient, sub recipient or a contractor purchases ownership with grant support.

29. Reporting

a) *Mid-year Federal Financial Report (FFR) (SF-425)* – The mid-year FFR provides an update on the status of funds for the first half of the performance period. This report is cumulative. The mid-year FFR is due no later than 5pm Eastern Standard Time (EST), April 30th of the performance year.

b) *Mid-Year Performance Report* – The mid-year performance report (form OMB Control Number: 2137-0586) provides the status of the activities performed during the first half of the performance period. The mid-year performance report is due no later than 5pm Eastern Standard Time (EST), April 30th of the performance year.

c) *End of year financial report* – The end of year FFR closes-out the financial reporting for the performance period. An end of year FFR is due no later than 5pm Eastern Standard Time (EST), December 30th, 90 days after the end of the performance period.

d) *End of year performance report* – The final performance report (form OMB Control Number: 2137-0586) provides the status of the activities performed during the entire performance period. The end of year performance report is due no is due no later than 5pm Eastern Standard Time (EST), December 30th, 90 days after the end of the performance period.

A request for extension of the due date for a mid and end of year reports must be made in writing to PHMSA no later than 30 days before the end of the reporting period. The request must include the reason for the request and the requested due date.

(End of provision)

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

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

Statutory/Regulatory Authorities

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

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

General Assurances

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

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

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above General Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted (***Name of Appropriate Program***):

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all (***Name of Appropriate Program***) and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

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

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.

4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:

   a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
   b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

    a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
    b. the period during which the Recipient retains ownership or possession of the property.

9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

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

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

_____

(Name of Recipient)

by_____

(*Signature of Authorized Official*)

DATED_____

APPENDIX A

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, ***Pipeline and Hazardous Materials Safety Administration***, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. ***[Include Modal Operating Administration specific program requirements.]***

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. ***[Include Modal Operating Administration specific program requirements.]***

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the ***Pipeline and Hazardous Materials Safety Administration*** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the ***Pipeline and Hazardous Materials Safety Administration***, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the ***Pipeline and Hazardous Materials Safety Administration*** may determine to be appropriate, including, but not limited to:

    a. withholding payments to the contractor under the contract until the contractor complies; and/or
    b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the ***Pipeline and Hazardous Materials Safety Administration*** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into

any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

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

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

(HABENDUM CLAUSE)

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

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

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

APPENDIX C

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

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

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

    1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, (***Title of Recipient***) will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the (***Title of Recipient***) will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the (***Title of Recipient***) and its assigns.*

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

APPENDIX D

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

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

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, (***Title of Recipient***) will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, (***Title of Recipient***) will there upon revert to and vest in and become the absolute property of (***Title of Recipient***) and its assigns.*

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

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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

Certifications Regarding Lobbying; Debarment, Suspension And Other Responsibility Matters; And Drug-Free Workplace Requirements

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. **LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a grant or cooperative agreement over $100,000, as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the applicant certifies that:

(a) 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, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

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

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2. **DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110--

A. The applicant certifies that it and its principals:

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

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgement 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 (2)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

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3. **DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610 -

A. The applicant 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 on-going 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 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: Director, Grants Policy and Oversight Staff, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 3652, GSA Regional Office Building No. 3), Washington, DC 20202-4248. 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)

_____

_____

_____

DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants Policy and Oversight Staff, Department of Education, 400 Maryland Avenue, S.W. (Room 3652, GSA Regional Office Building No. 3), Washington, DC 20202-4248. Notice shall include the identification number(s) of each affected grant.

Check **[ ]** if there are workplaces on file that are not identified here.

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

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