



**U.S. Department
of Transportation**

Pipeline and Hazardous
Materials Safety
Administration
(PHMSA)

Funding Opportunity Announcement (FOA)

Pipeline Safety Research Competitive Academic Agreement Program (CAAP)

Fiscal Year 2015

Opening Date: April 3, 2015

Closing Date: May 18, 2015

Closing Time: 11:59 pm Eastern Time

**Catalog of Federal Domestic Assistance Number (CFDA)
20.724**

**PHMSA Funding Opportunity Number
DTPH5615SN0003**

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Program Summary

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

Federal Agency Contact: U.S. DOT/PHMSA
Acquisition Services Division, PHA-30
1200 New Jersey Avenue, SE
Room E22-305
Washington, DC 20590
Attn: Saurabh Vasudeva

Funding Opportunity Title: “Pipeline Safety Research Competitive Academic Agreement Program (CAAP) – FY 2015”

Announcement Type: Initial Announcement

Funding Opportunity Number: DTPH5615SN0003

CFDA Number: 20.724

Eligible Applicants: Applicants must be non-profit institutions of higher education located in the United States or a U.S. territory or possession.

Dates: FOA Issue Date: April 3, 2015
Question Deadline: April 17, 2015
Application Due Date: May 18, 2015 at 11:59pm EDT

Agreement-Related Questions: Saurabh Vasudeva
(202) 366-4429
saurabh.vasudeva@dot.gov

Grants.gov Questions: Grants.gov Contact Center
1-800-518-4726
support@grants.gov

DOT/PHMSA Management Information System (MIS) Questions: rdsupport@cyclac.com (for technical support issues only)

Article I. Funding Opportunity Description

Section 1.01 Statement of Purpose

The Pipeline and Hazardous Materials Safety Administration (PHMSA), through the U.S. Department of Transportation (DOT), hereby requests applications from non-profit institutions of higher education to obtain funding to research innovative solutions to pipeline corrosion and other known pipeline integrity challenges.

Section 1.02 Program Authority

The authority for PHMSA's Pipeline Safety Research and Development Program comes from the Pipeline Safety Improvement Act of 2002 (P. L. 107-355, December 17, 2002). Further, the authority to enter into cooperative agreements under the CAAP initiative is codified at 49 U.S.C. §60117(k), Authority for Cooperative Agreements.

Section 1.03 Background

Section 1.03-1 Background on Pipelines and PHMSA's Pipeline R&D Program

The intent of the CAAP program is to award approximately seven research agreements per year to non-profit institutions of higher education in the U.S. or U.S. territories or possessions in a total federal amount not to exceed \$300,000 per award. The research to be conducted under the agreements will include a wide set of solutions for corrosion and other pipeline integrity challenges. PHMSA anticipates the period of performance of each not to exceed 36 months.

The pipeline infrastructure in the United States (U.S.) is the primary means of transporting natural gas and the majority of hazardous liquids from production basins and ports to areas of consumption. The importance of energy pipelines to the U.S. economy and our standard of living requires that these assets be safely maintained and appropriately expanded to sustain demand.

Research must play a larger role in finding the solutions to national, regional and local pipeline operational safety and environmental challenges. Some of these challenges involve operators' having the best technology to efficiently and effectively meet or exceed federal and state regulatory requirements on the safety and integrity of pipelines. Other challenges include keeping critical industry consensus standards fresh with the latest knowledge and know-how so that people, property and the environment are protected.

PHMSA's core pipeline research program involves all stakeholders in a time-tested process for generating success. However, this program, whose modern inception was in 2002, is focused on the near-term with demonstrating and deploying technology development and commercialization. Additional information on the existing Pipeline Safety Research and Development (R&D) Program is available at: <https://primis.phmsa.dot.gov/rd/index.htm>.

This research enterprise continues to have a tangible impact toward developing technology, strengthening consensus standards and creating and promoting general knowledge to decision makers. More performance details are available at PHMSA's Pipeline Safety Research website <http://primis.phmsa.dot.gov/rd/performance.htm>.

Section 1.03-2 Background on the CAAP Initiative

PHMSA's Pipeline Safety R&D Program was congressionally mandated by the Pipeline Safety Improvement act of 2002, which tasked DOT and other designated federal agencies with "carry[ing] out a program of research, development, demonstration and standardization to ensure the integrity of pipeline facilities." Specifically, the program's mission is to sponsor research and development projects focused on providing near-term solutions that will improve the safety, reduce the environmental impact, and enhance the reliability of the Nation's pipeline transportation system. The goals and objectives of the CAAP initiative, as discussed below, directly support both the mission and the congressional mandate of PHMSA's Pipeline Safety R&D Program.

The CAAP initiative is intended to spur innovation by enabling an academic research focus on high-risk and high pay-off solutions for the many pipeline safety challenges. It will potentially deliver solutions that can be "hand-offs" to PHMSA's core research program of demonstration and deployment. The goal would be to validate proof of concept of a thesis or theory all the way to commercial penetration into the market.

Further, the pipeline industry and federal/state regulators are experiencing low numbers of applicants to entry level positions that are technically focused. As such, another goal of the CAAP program is to expose graduate and PhD research students to subject matter that is common to pipeline safety challenges and to illustrate how their engineering or technical disciplines are highly needed in the field. The ultimate benefit would be to cultivate new talent in all aspects of pipelining, similar to how programs at other Federal Agencies and non-profit organizations have encouraged talent to consider a career in a certain field.

The intention for the CAAP program is to award approximately seven research agreements per year to non-profit institutions of higher education in the U.S. or U.S. territories or possessions in a total *federal* amount not to exceed \$300,000 per award. The research to be conducted under the agreements will include a wide set of solutions for corrosion and other pipeline integrity challenges. PHMSA anticipates the period of performance of each not to exceed 36 months.

Section 1.04 Research Topics

PHMSA is soliciting proposals in three primary research and development focus areas based on technical gaps identified at PHMSA's August 2014 Government and Industry Pipeline Research Forum. The Research Forum brought together approximately 230 representatives from Federal, State and foreign government offices along with domestic and foreign natural gas and hazardous liquid pipeline operators. The forum's goals included identifying key challenges facing industry and government, sharing information on current research efforts, and identifying research that can help to meet the challenges.

The Forum further galvanized pipeline research coordination and collaboration by producing a national research agenda reflective of stakeholder consensus on what research should be solicited now to address identified pipeline challenges. Please visit https://primis.phmsa.dot.gov/rd/mtg_080614.htm for more information about this important event and how it crafted the topics solicited in this announcement.

PHMSA will consider proposals that address technical gaps within the on-shore pipeline safety program areas listed below.

The focus areas are intentionally ambitious and broad to allow for the acceptance of a wide spectrum of specific proposals that strategically support PHMSA's mission in pipeline safety. Proposals are to be focused on high technical risk and high pay-off solutions for the many pipeline safety challenges. Again, anticipated outcomes will potentially deliver solutions that can be handed off to PHMSA's core research program.

Applicants must address one of the following primary pipeline safety program areas:

Preventing or Mitigating Pipeline Corrosion

Applications are sought addressing solutions for all internal and or external corrosion threat mechanisms. The fundamentals of corrosion in metallic pipelines are well understood and corrosion management has improved with the advent of new technologies and management processes. However corrosion still impacts the pipeline sector and is a leading cause of failure in metallic pipelines. Improper application of specific actions in design, materials and coatings or the failure to monitor changes in the parameters germane to corrosion prevention lead to the continued corrosion of individual components within the pipeline infrastructure.

Project Challenge: What innovative new solutions can be proposed in chemical treatments or in materials to prevent or inhibit or to mitigate and manage (on shore) Hazardous Liquid and or Natural Gas pipeline corrosion?

For more information on pipeline corrosion, visit The National Association of Corrosion Engineers (NACE) website at: For additional information on Pipeline Safety corrosion related R&D projects go to: <https://primis.phmsa.dot.gov/matrix/> and use the Modern Query Search feature to select corrosion and its various forms from the Subject/Threats Filter at the top of the page. Finally, find two informative files also canvassing pipeline corrosion at http://primis.phmsa.dot.gov/gasimp/docs/FinalReport_PipelineCorrosion.pdf and <http://primis.phmsa.dot.gov/gasimp/docs/CorrosionPoster.pdf>.

Intrinsically Locatable Plastic Materials

Excavation damage remains one of the leading causes of (on shore) pipeline incidents. For natural gas distribution pipelines, excavation damage is the leading cause of reportable incidents. Much more information is available from

<http://primis.phmsa.dot.gov/comm/DamagePrevention.htm>.

By the end of 2013, over 69% of 2.149 million miles of natural gas distribution pipelines were plastic. The objective for this project is to identify buried plastic pipe using off-the-self, above ground sensory technology commonly used by the locating contractors in reducing the likelihood of hitting a plastic pipeline. In doing that, one must be able to

locate the pipe from the surface through varying soils, moisture and temperature conditions, with additional coverage of concrete with or without rebar and or through other forms of pavement.

Project Challenge: Can a plastic pipe material be created by some additive or inserted electro/mechanical/metallic strip which makes it intrinsically locatable by above ground technology commonly used today or via the creation of a new technology? The project may need to consider how to match up both the pipe material with the above ground technology that would detect it through the various conditions described above.

Past efforts have tried and failed to achieve this goal. PHMSA will consider any application that investigates this challenge as described.

Further considerations include the corridors in which natural gas distribution pipes are buried that have several other utilities buried alongside, creating the need to both locate the pipe and discern its burial depth in addition to orientation from other utilities within the corridor. Further end user considerations are as follows:

- Cost effective;
- Reliable/Repeatable;
- 3D depiction via a graphical user interface; and
- Commodity neutral.

For additional information on related R&D projects go to:

<http://primis.phmsa.dot.gov/matrix/prjQuery.rdm> and use the Research Project Query with Text Search feature to select “locatable plastic pipe” Filter at the top of the page.

Development of Inspection Tools to Quantify Pipe Strength and Toughness

There are tens of thousands of miles of metallic pipelines that were grandfathered into the modern safety regulations in 1970. Many of these systems do not have verifiable records that document the material properties such as pipe strength and toughness. These metallurgical properties are extremely important in the broader subject of risk assessment programs that overcome limitations of the previous techniques.

Project Challenge: Can tools to accurately quantify pipeline strength and toughness either destructively or non-destructively be developed that allow operators to better understand and manage risks associated with any type of pipeline operating in any environment? The desired tools should be designed for in ditch or for In-Line Inspection deployment applicable to steel pipes, both in service or not, that would quantify the desired information from either in the pipe body and or the pipe seam located in all operating environments.

To be successful in this challenge, applicants may need to partner with technology service providers for the (on shore) Hazardous Liquid and or Natural Gas pipeline

industry. PHMSA will entertain any application that investigates this challenge as described.

GENERAL NOTES:

1. For additional information on related R&D projects go to <http://primis.phmsa.dot.gov/matrix/> and use the Project Search feature at the top of the page.
2. PHMSA intends to make one or more awards to each of the focus topic areas.

To access the announcement, potential applicants may visit:

(<http://primis.phmsa.dot.gov/matrix/>)

Please Note: This year Section 4.01 Application Submission Medium on page 11 in the full application instructs that applicants must submit through two portals. That information is provided below.

Section 1.05 Deliverables

The following deliverables will be required for all awarded agreements. Report templates and guidance will be provided when necessary.

- Kick Off Meeting (held in person at the institution);
- Performance Progress Reports (format/content in accordance with SF-RPPR);
 - **Note: Reporting period begins on the effective date of the cooperative agreement.*
 - Quarterly progress reports via email and uploaded to MIS – Due NLT 30 days after reporting period ends
 - Final Progress Report via email and uploaded to MIS – Due NLT 90 days after agreement expiration
- Mid-Term Summary (conference call; discussion topics to be provided by PHMSA);
- Draft Final Research Report (template will be provided);
- Public Final Research Report (once reviewed and comments incorporated); and
- Internet-Based Presentation (held remotely; template will be provided by PHMSA).

Article II. Award Information

Section 2.01 Funding

Subject to the availability of funds, the amount of *federal* funding for each agreement may not exceed \$300,000 at award. Applicants may submit more than one application, but each individual application must not exceed \$300,000 in federal funding.

Section 2.02 Cost Sharing

There is a mandatory 20% cost-sharing requirement for this agreement. Additional resource sharing above the mandatory 20% is strongly encouraged. The Federal government will fund no more than 80% (up to \$300,000) of the total cost of each project. For instance, if the *total* project cost (including Federal and non-Federal funding) is \$250,000, then the applicant must propose no less than \$50,000 in non-Federal funding (20%) and PHMSA will fund no more than \$200,000 (80%).

Firm letters of commitment for resource sharing must be provided with the proposal. *Award will not be made to a recipient without having all commitment letters.*

See [Section 5.02](#) for additional information regarding budget/cost proposals.

Section 2.03 Period of Performance

PHMSA anticipates the period of performance not to exceed 36 months from the date of award for each agreement. Modifications within the scope of the cooperative agreement will be handled on a case-by-case basis with the prior agreement of all parties. PHMSA anticipates awarding the agreements during the fourth quarter of fiscal year 2015.

Section 2.04 Type of Award

Subject to the availability of funds, PHMSA anticipates awarding approximately 7 agreements as a result of this FOA; federal funding for each agreement may not exceed \$300,000 at the time of award.

Article III. Eligibility Information

Section 3.01 Eligible Applicants

Applicants must be non-profit institutions of higher education located in the United States or a U.S. territory or possession. PHMSA will consider an application from an eligible higher education institution that partners with other eligible recipients, pipeline industry and/or with any private organization, as long as the cost for the proposed partnership does not exceed 20% of the proposed amount of Federal contribution to the project (which may be up to \$300,000). In other words, a portion of the Federal funding provided under the resulting cooperative agreement (up to \$60,000) may go to a sub-recipient of the non-profit institution of higher education that is the primary party to the agreement.

Section 3.02 Minimum Requirements

The following are minimum requirements that all applicants must meet to be considered. Failure to meet these requirements at any time pre- or post-award will result in either removing an application from further consideration or grounds for termination of the agreement. The application must include a letter on the submitting institution's letterhead that certifies these minimum requirements are understood and will be met. The letter must be signed by the Dean or equivalent level of that college, department or program and inserted as Appendix A to the technical application (first page of the Appendix).

1. Eligible applicants are non-profit institutions of higher education located in the United States or a U.S. territory or possession.
2. The academic research agreement will be with the institution and not with individual students.
3. The research scope must be executed by undergraduate, graduate and/or PhD research students. Institution faculty/staff should design the scope and oversee student execution of the scope. *Applications that do not propose student involvement will be deemed non-responsive and will be removed from consideration.*
4. Institution faculty, staff and students that are proposed to be involved with the research agreement must be U.S. citizens, permanent residents, or possess current visas that will allow them to remain in the country long enough to complete the research project.

5. Federal funding is solely for allowable charges such as institution overhead and the procurement of expendables and any required labor necessary for executing the research scope. Purchasing of new or existing testing equipment will not be permitted with Federal funds. Also, Federal funding cannot be used toward construction of new facilities or refurbishing of existing facilities. Post-delivery financial audits may occur. See [Section 7.07](#) for more information on the applicable federal cost principles.
6. Applications must meet the cost sharing requirements stipulated at [Section 2.02](#); failure to meet the required cost sharing threshold (20%) may result in an application being removed from consideration.

Article IV. Registration and Application Submission Information

Failure to comply with the requirements described in this section may result in an application not being reviewed.

Section 4.01 Application Submission Medium

Applicants are required to submit their *complete* applications through two portals: (1) Grants.gov; and (2) PHMSA's Pipeline Safety R&D Management Information System (MIS). Submitted applications must be identical in both portals; PHMSA will not be responsible for any discrepancies between applications. The following sections describe the registration/application process for Grants.gov and MIS.

Section 4.02 Grants.gov Registration

To submit an application, applicants must be registered at www.grants.gov. For new users, go to http://www.grants.gov/applicants/get_registered.jsp, or go to the main page at <http://www.grants.gov> and click on "Register" in the top right hand corner. **Please note that new user registrations for Grants.gov can take up to two weeks to complete.** For additional questions on how to register, contact grants.gov support.

Section 4.03 Pipeline Safety R&D Management Information System (MIS) Registration

Prior to submitting a proposal, applicants must complete a User Access Registration Form at <https://primis.phmsa.dot.gov/matrix/RfpInfo.rdm?rfp=54>. **User access will be granted within 48 hours of registration;** applicants should consider this lead time during their planning process.

Additional instructions regarding the preparation and submission of the applications – along with individual questions and answers – are available on the website identified above. In the case of a conflict of information between Grants.gov and MIS, the information in Grants.gov takes precedence.

Section 4.04 Question Deadline

All questions regarding this FOA must be emailed to Saurabh Vasudeva (saurabh.vasudeva@dot.gov) with a copy to Mr. Warren Osterberg (warren.osterberg@dot.gov). Applicants may not contact any other PHMSA personnel during the solicitation phase. All questions must be received on or before **Tuesday, April 17, 2015** to be considered. Answers to all questions will be posted in Grants.gov as an amendment to the initial announcement.

Section 4.05 Application Submission Deadline

Complete applications must be received electronically through Grants.gov *and* MIS by **11:59pm Eastern Time on Thursday, May 18, 2015**. Applicants will receive an automated receipt from Grants.gov of the date and time of application submission. If the timeliness of a submission comes into question, the date and time recorded in Grants.gov will take precedence over that of MIS.

Article V. Application Content & Format

Section 5.01 Technical Proposal

In preparing their technical proposal, applicants must utilize the technical application template attached to this opportunity (**Attachment A**). The attachment includes instructions regarding required content and information. Applicants must only apply for funding that can *reasonably* be spent within the proposed period of performance.

The following Technical Application requirements are summarized below but described in detail in the provided template. Failure to follow these requirements may result in the removal of your application from consideration.

1. All information supporting the evaluation criteria must be contained within 20 pages; which does *not* include the Cover Page, the Technical Application Information Page, or the Appendix.
2. The Certification Letter of Minimum Requirements must be the first page in the Appendix.
3. The Appendix may include additional information; however, this information will not be used by reviewers in evaluating the proposal (except to determine that each applicant has submitted a certification letter regarding minimum requirements; ref: [Section 3.02](#)).
4. Times New Roman 12-pt font and 1.15 line and paragraph spacing for text body.

Technical proposals in the format prescribed by Attachment A (including the Appendix) must be uploaded to the "Project Narrative" section of the Grants.gov application.

Section 5.02 Budget/Cost Proposal & Budget Narrative

Applicants must use Standard Form (SF) 424A through Grants.gov to submit their budget/cost proposal. The budget should reflect the applicant's best terms from a cost and technical standpoint to perform the work. No fee or profit should be proposed, as this is a resource sharing arrangement.

Additional budgetary information, broken out as described in subparagraphs a. through h. below, must provide detailed information on each cost element, consistent with the applicant's cost accounting system. **The amounts requested for each budget category must be justified in a Budget Narrative document and uploaded to the "Budget Narrative" section of the application.** Budget Narratives must address the following items:

- a. **Personnel**: List individually all personnel and include for each, the requested hours to be funded and the respective compensation rates (salary/wages and fringe benefits). This section of the Budget Narrative must include the following information:

- i. Supplemental schedule identifying the number of hours, hourly rates, and cost by labor classification for each budget year;
 - ii. Basis/explanation for the proposed number of hours and hourly rates (for instance, number of hours could be based on past experience, an engineering estimate, etc. and hourly rates could be actual rates for the individuals who will perform the work, an average labor rate for the labor classification, or a departmental average rate); and
 - iii. In cases where an individual's salary/wage increases between budget years, explain the basis for the increase and provide substantiating documentation, if available.
- b. Fringe Benefits: Applicants must provide a copy of the university's policy stating the appropriate fringe rates for each labor classification (or a web link to where the information is located).
- c. Travel: Proposed travel must be directly related to the performance of the project. In the Budget Narrative, state the reason(s) for travel, the type and duration of the travel, and its relation to the project. Provide an itemized list of associated travel costs.
- d. Equipment/Supplies: Provide an itemized list of each piece of proposed equipment/supplies. Include individual costs for each item exceeding \$5,000 and the basis for estimating the cost (e.g., vendor quotes, catalog prices, prior invoices, etc.). Reference [Section 3.02](#), Item 5, where it states that "Purchasing of new or existing testing equipment will *not* be permitted."
- e. Contractual (Consultants/Subcontractors): List the names of consultants and describe the activities to be performed, duration of the service, and the compensation involved. Provide the hourly or daily rate along with the basis for the rate. Furnish resumes or similar information regarding qualifications and experience. Provide at least two invoices reflecting hourly or daily rates charged to customers other than the Government. A statement signed by the consultant certifying his or her availability and salary must be provided. If travel or incidental expenses are to be charged, give the basis for these costs. For proposed subcontractors, provide their total cost per year. Detailed subcontractor costs should appear in the subcontractor's budget explanation. The total cost of consultants and/or subcontractors should not exceed 50% of the proposed amount of Federal contribution to project.
- f. Other Direct Costs: Provide an itemized list with associated costs for any other item proposed as a direct cost that is not included in another category. State the basis for each proposed item.
- g. Indirect Charges: Provide a copy of the university's negotiated indirect rate agreement (or a web link to where the information is located). Explain/demonstrate how the total indirect charges were calculated.
- h. Resource Sharing, In-House Contributions: Cost/budget proposals must show the breakout between Federal and non-Federal funding sources, and the Budget Narrative must explain what the non-Federal sources are comprised of and how the associated values were derived. Non-Federal contributions may include cash, personnel, donated goods/services (provided that the market value of the good/service is substantiated by a letter or other form of evidence from the provider of the good/service), equipment, and other resources. All

resource sharing or matching contributions, including cash and third party contributions must meet the following criteria which can be found in 2 CFR §200.306 “Cost sharing or matching:”

- i. Are verifiable from the non-Federal entity’s records;
- ii. Are not included as contributions for any other Federal award;
- iii. Are necessary and reasonable for accomplishment of project or program objectives;
- iv. Are allowable under Subpart E – Cost Principles of this part;
- v. Are not paid by the Federal government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;
- vi. Are provided for in the approved budget when required by the Federal awarding agency; and
- vii. Conform to other provisions of this part, as applicable.

Section 5.03 Standard Title VI/Non-Discrimination Assurances

Applicants must sign, date, and return with the application, the “Standard Title VI/Non-Discrimination Assurances” specified in Attachment B: Standard Title VI/Non-Discrimination Assurances. Specifically, applicants must complete and return pages 1, 2, and 3. The completed documents should be submitted as an attachment with the other application materials.

Article VI. Application Review Information

Section 6.01 Evaluation Criteria

PHMSA will use the following evaluation criteria to rate and select among competing applications. These criteria are intended to identify projects that target high-risk areas; offer well-defined plans; and produce results that are measurable and transferable to further investigations in the CAAP program or PHMSA’s core research program.

The two (2) technical evaluation criteria are as follows:

Review Criterion

Criterion 1: Scientific Merit and Quality

1. To what extent does the proposed project suggest/explore creative and original concepts and/or scientific/engineering principles to describe the challenges?
2. To what extent does the proposed research describe how the output/result advances a potential solution toward an identified pipeline challenge(s)?
3. To what extent does the proposed research describe how the quality of results will be peer reviewed? (Did Professor identify SME oversight?); and
4. To what extent does the proposed research involve partnering to validate/demonstrate scientific results and/or quantify engineering principles?

Criterion 2: Feasibility of Management Plan, Work Task, Budget and Schedule

1. How well are the scope of work, tasks and milestones defined? Are specific tasks that will be performed by students defined?
2. How well are the research goals or objectives defined?
3. Does the institution have access to appropriate facilities to conduct the proposed work?
4. How well is the project schedule defined and tied to the management plan? And

5. How detailed is the plan to oversee students regularly by academic organization faculty/staff having the relevant knowledge and experience in the proposed area?

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

Section 6.02 Scoring Guidelines

The following rating definitions will be used to evaluate the applicant’s proposal in accordance with Criterion 1 – Scientific Merit and Quality and Criterion 2 – Feasibility of Management Plan, Budget and Schedule:

Rating	Criterion	Description
Outstanding	1	Proposed project meets requirements and demonstrates an exceptional level of scientific merit and quality. No weaknesses or deficiencies are identified.
	2	Management plan, work task, budget and schedule demonstrate no potential to cause disruption of schedule, increased cost or degradation of performance. Normal recipient effort and normal Government monitoring will likely be able to overcome any difficulties. The risk of poor performance is considered low.
Very Good	1	Proposed project meets requirements and demonstrates an above-average level of scientific merit and quality. Proposal contains strengths which outweigh any weaknesses.
	2	Management plan, work task, budget and schedule demonstrate minimal potential to cause disruption of schedule, increased cost or degradation of performance. Normal recipient effort and normal Government monitoring will minimize or prevent issues. The risk of poor performance is moderately low.
Acceptable	1	Proposed project meets requirements and demonstrates an adequate level of scientific merit and quality. Strengths and weaknesses are offsetting or will have little or no impact on contract performance.
	2	Management plan, work task, budget and schedule present a manageable potential to cause disruption of schedule, increased cost or degradation of performance. Special recipient emphasis and close Government monitoring will likely be able to overcome or prevent difficulties. The risk of poor performance is no more than moderate.
Unacceptable	1	Proposed project does not meet requirements and contains one or more major weaknesses and/or deficiencies. Application is unacceptable for award.
	2	Management plan, work task, budget and schedule are likely to cause significant disruption of schedule, increased cost or degradation of performance. Recipient is unlikely to overcome any difficulties, even with special emphasis and close Government monitoring. The risk of poor performance is high.

Section 6.03 Review and Selection Process

PHMSA will conduct an initial administrative review of each application to determine if it is complete and meets the minimum eligibility requirements per Article III, Eligibility Information. A team composed of PHMSA representatives and, potentially, industry experts will then conduct a review to evaluate and rate each application against the evaluation criteria (see [Section 6.01](#)) and to evaluate the acceptability of the proposed budget. Cooperative agreements will be awarded to applicants having the highest merit until the available funding is exhausted.

Article VII. Award Terms and Conditions

Should an applicant be awarded a cooperative agreement, the following terms and conditions will be incorporated as part of the award. They are provided in advance solely for informational purposes. Should an applicant take exception to any of the terms and conditions stated below, they must state so in the Appendix of their proposal and explain the reason(s) for taking exception.

Section 7.01 General

Within the limit of funds available for such purpose, the awarding official of PHMSA must enter into agreements with those responsible, eligible applicants whose applications are judged most meritorious under the procedures set forth in this RFA. All funds provided by PHMSA under the resulting agreements must be expended solely for the purpose for which the funds are granted; in accordance with the approved application and budget, regulations, terms and conditions of the award, applicable Federal cost principles, and the Department's assistance regulations. Funds may not be used for lobbying or in direct support of litigation.

Section 7.02 Award Notice

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

- 1) The Legal name and address of performing organization or institution;
- 2) Title of project;
- 3) Name(s) of key personnel chosen to direct and control approved activities;
- 4) Identifying award number assigned by the Department;
- 5) Project period, specifying the amount of time the Department intends to support the project;
- 6) Total amount of Departmental financial assistance approved for the project period;
- 7) Legal authority(ies) under which the award is issued;
- 8) Appropriate Catalog of Federal Domestic Assistance (CFDA) number;
- 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 to carry out its respective awarding activities or to accomplish the purpose of a particular award.

Section 7.03 Definitions

- a) **Recipient** – An organization receiving financial assistance directly from Federal awarding agencies to carry out a project or program.
- b) **Agreement Officer (AO)** – The AO has full authority to negotiate, administer, and execute all business matters of the award. Further, should any changes to the scope,

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

Section 7.04 Recipient Responsibilities

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

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

Section 7.05 Compliance with Award Terms and Conditions

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

Section 7.06 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.

Section 7.07 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200)

The recipient (and any sub-recipients) 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, and may be viewed at:
<http://www.ecfr.gov/cgi-bin/text-idx?SID=36766b4d82ebca47caae047cb4606343&node=2:1.1.2.1.1&rgn=div5>.

Section 7.08 Restrictions on Use of Funds for Lobbying or in Support of Litigation

Restrictions on Use of Funds for Lobbying or in Support of Litigation

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

[49 CFR 20](#) is incorporated by reference into this award.

Section 7.09 Nondiscrimination

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

[49 CFR 21](#) is incorporated by reference into this award.

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

Section 7.10 Government-wide Debarment and Suspension (Non-procurement)

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

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

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

Section 7.11 Drug-Free Workplace

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

Section 7.12 eInvoicing (PHMSA July 2012)

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

A. Recipients’ Requirements:

Recipients must:

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

B. System User Requirements:

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

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

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

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

C. Waivers

DOT Financial Management officials may, on a case by case basis, waive the requirement to register and use the electronic payment system. Waiver request forms can be obtained on the DOT eInvoicing website (<http://www.dot.gov/cfo/delphi-einvoicing-system.html>) or by contacting the

PHMSA Agreement Administrator. Recipients must explain why they are unable to use or access the internet to register and enter payment requests.

All waiver requests should be sent to:

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

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

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

Section 7.13 Payments (PHMSA March 2014)

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

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

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

- b). Recipient's EFT information. The Government will make payment to the Recipient using the EFT information contained in the System for Award Management (SAM) database. If the EFT information changes, the Recipient is responsible for providing the updated information into the System for Award Management (SAM) at:
<https://www.sam.gov>
- c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.
- d) Suspension of payment. If the Recipient's EFT information in the SAM database is incorrect, the Government is not obligated to make payment to the Recipient under this agreement until the correct EFT information is entered into the SAM database. An invoice or agreement-financing request is not a proper invoice for the purpose of prompt payment under this agreement.
- e) Recipient EFT arrangements. If the Recipient has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the SAM database, and the Recipient has not notified the Government of the payment receiving point applicable to this agreement, the Government will make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the SAM database.
- f) Liability for uncompleted or erroneous transfers.
- i) If an uncompleted or erroneous transfer occurs because the Government used the Recipient's EFT information incorrectly, the Government remains responsible for –
 - (a) Making a correct payment;
 - (b) Paying any prompt payment penalty due; and
 - (c) Recovering any erroneously directed funds.
 - ii) If an uncompleted or erroneous transfer occurs because the Recipient's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and –
 - (a) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Recipient is responsible for recovery of any erroneously directed funds; or
 - (b) If the funds remain under the control of the payment office, the Government will not make payment, and the provisions of paragraph d. of this clause apply.
- g) EFT and prompt payment. A payment will have been made in a timely manner in accordance with the prompt payment terms of this agreement if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.
- h) EFT and assignment of claims. If the Recipient assigns the proceeds of this agreement, the Recipient must require, as a condition of any such assignment, that the assignee register in the SAM database and be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause will apply to the assignee as if it were the Recipient. EFT information that shows the ultimate recipient of the transfer to be other than the Recipient, in the absence of a proper

assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph d. of this clause.

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

(End of Provision)

Section 7.14 Adherence to Original Project Objectives and Budget Estimates

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

Section 7.15 Prior Approvals

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

Section 7.16 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

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

Section 7.17 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.

Section 7.18 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”-

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

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

(b) In accordance with 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.

Section 7.19 Rights in Technical Data

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

Section 7.20 Notice of News Releases, Public Announcements, and Presentations

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

Section 7.21 Violation of Award Terms

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

Section 7.22 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>

Section 7.23 Reporting Grantee Executive Compensation, and First Tier Sub-Awards (PHMSA October, 2010)

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

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

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

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

- (1) Salary and bonus.

(2) Awards of stock, stock options, and stock appreciation rights.

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

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

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

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

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

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

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

(1) Unique identifier (9-digit Data Universal Numbering System (DUNS) number) for the sub-awardee receiving the award, and for the sub-awardee's parent company, if the sub-awardee has a parent company.

(2) Name of the sub-awardee.

(3) Amount of the sub-award.

(4) Date of the sub-award.

(5) A description of the effort being provided under the sub-award, including the overall purpose and expected outcome or result of the sub-award.

(6) Sub-award number (assigned by the Awardee).

(7) Sub-awardee's physical address including street address, city, state, country, 9-digit zip code, and congressional district.

(8) Sub-awardee's primary performance location including street address, city, state, country, 9-digit zip code, and congressional district.

(9) The prime award number (assigned by PHMSA)

(10) Awarding agency name. (PHMSA)

(11) Funding agency name. (PHMSA)

(12) Government awarding office code. (56)

(13) Treasury account symbol (TAS) as reported in FAADS.

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

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

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

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

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

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

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

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

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

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

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

Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(End of provision)

Section 7.24 Call Before You Dig Program (PHMSA SEP 2012)

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

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

There are five steps to safer digging:

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

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

(End of provision)

Section 7.25 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 (Code PH-20) will respond to any questions, and will certify Section 508 compliance for the requirement. You can reach the PHMSA Office of Civil Rights at phmsa.civilrights@dot.gov, or 202-366-9638.

(End of provision)

Article VIII. Agency Contact Information

Agreement-Related Questions

Primary Point of Contact:

Saurabh Vasudeva, Agreement Administrator (AA)
Pipeline & Hazardous Materials Safety Administration
Acquisition Services Division (PHA-30)
1200 New Jersey Avenue, SE
Room E22-302
Washington, DC 20590
Phone: (202) 366-4429
Email: saurabh.vasudeva@dot.gov

Secondary Point of Contact:

Warren Osterberg, Agreement Officer (AO)
Pipeline & Hazardous Materials Safety Administration
Acquisition Services Division (PHA-30)
1200 New Jersey Avenue, SE
Room E22-317
Washington, DC 20590
Phone: (202) 366-6942
Email: warren.osterberg@dot.gov

Grants.gov Questions

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

MIS Questions (for *technical support* issues only)

Email: rdsupport@cycla.com

Attachment A



**TECHNICAL
APPLICATION**

**U.S. DOT
Pipeline and Hazardous
Materials Safety
Administration**

INSTRUCTIONS

- Please delete this instructions page before submitting your proposal.
- Please insert the requested information on the cover page, keeping the formatting as shown.
- Please populate the outline areas shown in this template with the specific information your organization intends to use to populate the proposal.
- Proposal Requirements
 - All information supporting the evaluation criteria must be contained within 20 pages which does *not* include the Cover Page, the Technical Application Information Page or the Appendix.
 - The Appendix may include additional information; however, this information will not be used by reviewers in evaluating the proposal past page 20.
 - The Certification Letter of Minimum Requirements must be the first page in the Appendix.
 - Times New Roman 12-pt font and 1.15 line and paragraph spacing for text body.
 - You can either save the proposal as a WORD or PDF file.

Technical Proposal Information Page

Organization Name:	<i>Insert name of submitting organization and URL to public website</i>
Proposal Contact Information:	<i>Insert name, position title, mailing address, phone, fax and email of the main point of contact for this proposal and for the team (faculty).</i>
Program Area:	<i>Insert the Program Area name that this proposal is addressing (ref: Section 1.04 of the FOA)</i>
Proposal Title:	<i>Insert the title of the proposal</i>
Proposal Main Objective:	
Proposal Abstract:	<i>500 words or less</i>

Introduction

Insert narrative that generally describes your proposed research scope. Include any connection you may feel this work has with pipeline integrity challenges. Also include any lineage to prior or ongoing research and include any findings to date from existing work. Feel free to include a URL if available for further information.

Review Criterion**Criterion 1: Scientific Merit and Quality**

1. To what extent does the proposed project suggest/explore creative and original concepts and/or scientific/engineering principles to describe the challenges?
2. To what extent does the proposed research describe how the output/result advances a potential solution toward an identified pipeline challenge(s)?
3. To what extent does the proposed research describe how the quality of results will be peer reviewed? (Did Professor identify SME oversight?); and
4. To what extent does the proposed research involve partnering to validate/demonstrate scientific results and/or quantify engineering principles?

Criterion 2: Feasibility of Management Plan, Work Task, Budget and Schedule

1. How well are the scope of work, tasks and milestones defined? Are specific tasks that will be performed by students defined?
2. How well are the research goals or objectives defined?
3. Does the institution have access to appropriate facilities to conduct the proposed work?
4. How well is the project schedule defined and tied to the management plan? And
5. How detailed is the plan to oversee students regularly by academic organization faculty/staff having the relevant knowledge and experience in the proposed area?

Please insert narrative describing how your proposal addresses this criterion and sub-criteria. Also, identify and include the résumé(s) of the lead organization faculty or staff that will oversee the research execution and who is/are guiding or counseling the student(s) executing the research scope. Please only include the core standard areas of the résumé. There is no need to list published papers and affiliations in their entirety; these may be summarized.

Appendix

- ✓ Appendix A: Certification Letter of Minimum Requirements.
- ✓ Appendix B: Abstract of three previously-completed research projects of a similar nature to that proposed in this application.
- ✓ Appendix C: Insert any additional information including a short biography of the student(s) identified to work on executing the research scope. You do not need to identify your students at the time of proposal submission; however, they must be identified at the time of award.

NOTE: Remember that the information within the Appendix will not be officially evaluated by the merit review panel (except to determine that each applicant has submitted a certification letter regarding minimum requirements under Appendix A; ref: Section 3.02 of the FOA).

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

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

Statutory/Regulatory Authorities

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

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

General Assurances

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

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

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

Specific Assurances

More specifically, and without limiting the above General Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted (***PHMSA Pipeline Safety Competitive Academic Agreement 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 the ***PHMSA Pipeline Safety Competitive Academic Agreement Program*** and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

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

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

(Name of Recipient)

by _____
(Signature of Authorized Official)

DATED _____

APPENDIX A

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

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

Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B**CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY**

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

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the 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 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 The 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 The Recipient, its successors and assigns.

The 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 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 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, *The 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 *The 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 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 *The 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, *The 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, *The Recipient* will there upon revert to and vest in and become the absolute property of *The 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.*).