U.S. Department
of Transportation

Pipeline and Hazardous
Materials Safety Administration

1200 New Jersey Avenue, S.E.
Washington, D.C. 20590

SEP 01 2016

Mr. Dean Muratori
Call Before You Dig, Inc.
2040 Whitney Avenue
Hamden, Connecticut
Telephone: (203) 732-0146
E-mail: dean_muratori@cable.comcast.com

SUBJECT: Grant Agreement #DTPH5616GSDP10, "State Damage Prevention (SDP) Program Grants – 2016" – Executed

Dear Mr. Muratori:

Enclosed is one (1) executed copy of the Grant Agreement # DTPH5616GSDP10 for your file. If you have any questions or concerns regarding this matter, please do not hesitate to contact Mr. Saurabh Vasudeva by phone at (202) 366-4429, or by email at saurabh.vasudeva@dot.gov.

Sincerely,

Warren D. Osterberg
Agreement Officer

ASSISTANCE AGREEMENT

1. Award No.	2. Modification No.	3. Effective Date	4. CFDA No.
DTPH5616GSDP10		9/1/16	20.720

5. Awarded To	6. Sponsoring Office	7. Period of Performance
CALL BEFORE YOU DIG INC 2040 WHITNEY AVE HAMDEN CT 06517-1025	Program Development	09/01/2016 through 08/31/2017

8. Type of Agreement	9. Authority	10. Purchase Request or Funding Document No.
[X] Grant [ ] Cooperative Agreement [ ] Other	49 U.S.C. 60134 State Damage Prevention Programs	PH956-16-0081

11. Remittance Address	12. Total Amount	13. Funds Obligated
CALL BEFORE YOU DIG INC Attn: Unknown 2040 WHITNEY AVE HAMDEN CT 06517-1025	Govt. Share: $64,800.00 Cost Share : $0.00 Total : $64,800.00	This action: $64,800.00 Total : $64,800.00

14. Principal Investigator	15. Program Manager	16. Administrator
DEAN MURATORI Phone: 203-732-0146	HUNG NGUYEN Phone: 202-366-0568	Acquisition Services Division

17. Submit Payment Requests To	18. Paying Office	19. Submit Reports To
Enterprise Serivces Center	Enterprise Serivces Center P.O.BOX 269039 (MMAC) Oklahoma City OK 73126-9039	See Article IX- Reports

20. Accounting and Appropriation Data

5172316DA0.2016.PSGRT03020.50D0204000.41050.61000000.0000000000.0000000000.0000000000.0000000000

21. Research Title and/or Description of Project

STATE DAMAGE PREVENTION (SDP) PROGRAM GRANTS - 2016

For the Recipient		For the United States of America	
22. Signature of Person Authorized to Sign Dean P. Muratori		25. Signature of Grants/Agreements Officer Warren Osterberg	
23. Name and Title Dean P. Muratori, Director	24. Date Signed 1 SEPT 16	26. Name of Officer WARREN OSTERBERG	27. Date Signed 9/1/16

NAME OF OFFEROR OR CONTRACTOR
CALL BEFORE YOU DIG INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00001	State Damage Prevention Program (SDP) Grant - 2016 Obligated Amount: $64,800.00 The total amount of award: $64,800.00. The obligation for this award is $64,800.00.				64,800.00

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Article I. Award Information

Section 1.01 Recipient Information

Call Before You Dig, Inc.
2040 Whitney Avenue
Hamden, Connecticut
DUNS: 109955414

Primary Contact - Principal Investigator (PI):
Mr. Dean Muratori
Telephone: (203) 732-0146
E-mail: dean_muratori@cable.comcast.com

Section 1.02 Awarding Agency Information

U.S. Department of Transportation (US DOT)
Pipeline and Hazardous Materials Safety Administration (PHMSA)
Acquisition Services Division, PHA-30
1200 New Jersey Avenue, SE, Room E22-317
Washington, D.C. 20590

Primary Contact - Agreement Administrator (AA):
Saurabh Vasudeva
Telephone: (202) 366-4429
E-mail: saurabh.vasudeva@dot.gov

Section 1.03 Basic Award Information

Funding Opportunity Title: "State Damage Prevention (SDP) Program Grants – 2016"
Funding Opportunity Number: DTPH5616SN000001
CFDA Number: 20.720
Award Type: Grant Agreement
Award Number: DTPH5616GSDP10
Project Title: State Damage Prevention (SDP) Program Grants - 2016
Grant Period: September 1, 2016 – August 31, 2017
Grant Amount: $64,800.00

Article II. Background

Section 2.01 Background

Section 2 of the Pipeline Inspection, Protection, Enforcement and Safety Act of 2006, Public Law 109-468, (December 29, 2006) established the State Damage Prevention Grant program, see 49 U.S.C. §60134. The purpose of these grants is to establish or improve comprehensive State programs designed to protect underground pipeline facilities from excavation damage. The statute sets forth nine elements of an effective State Damage Prevention program. Please see PHMSA's Damage Prevention Assistance Program (DPAP) guidance document for more information on the elements (http://primis.phmsa.dot.gov/comm/DamagePrevention.htm).

Section 2.02 Statement of Purpose

Grants awarded under the State Damage Prevention Program are intended for States to establish or improve the overall quality and effectiveness of their State Damage Prevention programs, which are designed to prevent damage to underground pipeline facilities from excavation damage.

Section 2.03 Specific Objective(s) of the Agreement
Under this grant agreement, the recipient will:

The 2016 Grant will center around Elements 4 & 5. Element 4 - Training is and shall continue to be an on-going process in CT. Call Before You Dig (CBYD) will support scholarships/sponsorships, to attend the two day Locator Certification Seminar held in Connecticut. Engaging the locator industry and providing an opportunity for locators to participate in additional training, shall give Connecticut the opportunity to raise the bar in locating accuracy. Also in Element 4, CBYD will produce a new safety training video that is divided into segments, white lines, know the mark, etc., where stakeholder training can take place at the shop level and in a planned trial of train the trainer initiative. Element 5 - Once again in the month of August, CBYD will to have an 811 Awareness event at the Stafford Motor Speedway, in Stafford Springs, CT. This event, known as "The 811 Challenge" has become a driver and spectator favorite. Finally in Element 5, CBYD shall to continue statewide media campaigns which will promote the use of the national 811 number, Safe Digging, and Public Safety. The venues will vary for this campaign. The campaign will be focused around April Safe Digging Month, and our 811 Challenge event in August.

Article III. Workscope

Under the terms of this grant agreement, the Recipient will address the following applicable elements listed in the approved application, pursuant to 49 U.S.C. §60134 (a),(b).

- **Element 1 (Effective Communications):** (Not Applicable)
- **Element 2 (Comprehensive Stakeholder Support):** (Not Applicable)
- **Element 3 (Operator Internal Performance Measurement):** (Not Applicable)
- **Element 6 (Dispute Resolution):** (Not Applicable)
- **Element 7 (Enforcement):** (Not Applicable)
- **Element 8 (Technology):** (Not Applicable)
- **Element 9 (Damage Prevention Program Review):** (Not Applicable)

- **Element 4 (Effective Employee Training):** Participation by operators, excavators, and other stakeholders in the development and implementation of effective employee training programs to ensure that operators, the one call center, the enforcing agency, and the excavators have partnered to design and implement training for the employees of operators, excavators, and locators. **(Applicable)**
- **Element 5 (Public Education):** A process for fostering and ensuring active participation by all stakeholders in public education for damage prevention activities. **(Applicable)**

Article IV. Deliverables

The recipient must submit the following reports:

- Progress Report;
- Final Report;
- Mid-term Financial Status Report; and
- Final Financial Status Report.

See Article IX (Reports) for additional information about the reporting requirements.

Article V. Delineation of Tasks/Deliverables

Section 5.01 Incorporation of Recipient Application

The Recipient's application and project plan dated **February 2, 2016** are incorporated by reference into this Agreement.

The Recipient is responsible for accomplishing the objectives, tasks and deliverables of this Grant Agreement, and for performing the tasks and the deliverables outlined in the Recipient's project plan.

Article VI. Agreement Officials

Refer to the Award Terms and Conditions (Attachment 1), Section 1, for a detailed description of each official's responsibilities below.

Agreement Officer (AO)
Mr. Warren D. Osterberg
U.S. Department of Transportation
Pipeline and Hazardous Materials Safety Administration
Acquisition Services Division, PHA-30
1200 New Jersey Avenue, SE, E22-317
Washington, D.C. 20590
Telephone: (202) 366-6942
Fax: (202) 366-7974
E-mail: warren.osterberg@.dot.gov

Agreement Administrator (AA)
Mr. Saurabh Vasudeva
U.S. Department of Transportation
Pipeline and Hazardous Materials Safety Administration
Acquisition Services Division, PHA-30
1200 New Jersey Avenue, SE, E22-306
Washington, D.C. 20590
Telephone: (202) 366-2523
E-mail: saurabh.vasudeva@dot.gov

Agreement Officer's Representative (AOR)
Mr. Hung Nguyen
U.S. Department of Transportation
Pipeline and Hazardous Materials Safety Administration
1200 New Jersey Avenue, SE, E24-460
Washington, D.C. 20590
Telephone: (202) 366-0568

Mobile: (202) 713-7913
E-mail: hung.nguyen@dot.gov

Principal Investigator (PI)
Mr. Dean Muratori
Call Before You Dig, Inc.
2040 Whitney Avenue
Hamden, Connecticut
Telephone: (203) 732-0146
E-mail: dean_muratori@cable.comcast.com

Article VII. Terms and Conditions

The Recipient must comply with all the terms and conditions of this award. This includes the Award Terms and Conditions in **Attachment 1** and any other terms and conditions specified in this document. Attachment 1, Award Terms and Conditions, is incorporated into this Agreement.

Article VIII. Special Terms and Conditions

Section 8.01 Modifications

Modifications to this Grant Agreement may be made only in writing and specifically referred to as a modification to this Grant Agreement. The Agreement Officer may unilaterally sign an administrative modification. All other modifications must be signed by both the Recipient and the Agreement Officer.

Section 8.02 Travel

Any travel necessary to carry out the objectives of this agreement must use the most economical form of transportation available. All travel is to be scheduled sufficiently in advance, to the extent practicable, to take advantage of offered discount rates.

Section 8.03 Contractor/ Sub-recipient Agreements

If a contractor or sub-recipient (sub-awardee) performs a function on the Recipient's behalf, then the terms and conditions of the contractual arrangement or award and the qualifications of the contractor or sub-recipient are subject to review by PHMSA. This information must be provided to PHMSA within 30 days after the date of awarded grant. The contract or award must be made in accordance with the Recipient's procurement procedures for obtaining outside services.

Article IX. Reports

Section 9.01 Progress Report

During the performance of the grant, the Recipient must provide a letter-type written report to the AOR and the AA. The report must include the following:

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

The Progress Report should cover all activities through March 1, 2017 and this report must be submitted to the AOR and the AA via e-mail, no later than April 1, 2017. *See Attachment 2A*

"Sample Progress Report Template" for a sample reporting template for submitting progress reports.

Section 9.02 Final Report
At the end of the grant period, the Recipient must deliver a letter-type *final* report to the AOR and the AA that describes the results of all activities undertaken as a result of this grant. The report must include the following:

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

The Final Report must be submitted to the AOR and the AA via e-mail, no later than 90 days after the grant period end date (see Section 1.03). If possible this report should be submitted, along with the Final Financial Status Report, within 30 days after the grant period end date. *See Attachment 2B "Sample Final Report Template" for a sample reporting template for submitting final reports.*

Section 9.03 Mid-term Financial Status Report
During the performance of the grant, the Recipient must submit a mid-term Federal Financial Report, Standard Form 425 (SF-425), to report the status of funds. In addition to the SF-425, the Recipient should provide the breakdown of costs for each object class category (Personnel, Fringe Benefits, Travel, Equipment, Supplies, Contractual, Other, and Indirect Charges). The Mid-term Financial Status Report should cover all activities through March 1, 2017 and this report must be submitted to the AOR and the AA via e-mail, no later than April 1, 2017.

Section 9.04 Final Financial Status Report
At the end of the grant period, the Recipient must submit a *Final* Federal Financial Report, Standard Form 425 (SF-425), to report the status of all funds. In addition to the SF-425, the Recipient should provide the breakdown of costs for each object class category (Personnel, Fringe Benefits, Travel, Equipment, Supplies, Contractual, Other, and Indirect Charges). The Final Financial Status Report must be submitted to the AOR and the AA via e-mail, no later than 90 days after the grant period end date (see Section 1.03). If possible this report should be submitted, along with the Final Report, within 30 days after the grant period end date.

Article X. Consideration and Payment

Section 10.01 Request for Advance/Reimbursement
A request for an advance or reimbursement must comply with the requirements in 49 CFR 18.21 (refer to Award Terms and Conditions, Section 11, "Payments"). Each request **must** be submitted through the Delphi eInvoicing system and include a completed Standard Form 270 (SF-270), "Request for Advance or Reimbursement" as an attachment in the system.

All Recipients must be registered in the System for Award Management (SAM) to receive payments on their invoices. For information on how to register, visit SAM at: https://www.sam.gov/portal/public/SAM/.

See Attachment 1 "Award Terms and Conditions" for additional payment requirements.

Article XI. Attachments

Attachment 1 – Award Terms and Conditions
Attachment 2A – Sample Progress Report Template
Attachment 2B – Sample Final Report Template

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

Grant and Cooperative Agreement
Terms and Conditions

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Definitions

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

b) Agreement Officer (AO) – The AO has full authority to negotiate, administer, and execute all business matters of the award. Further, should any changes to the scope, budget, schedule, or any other terms become necessary, only the AO has the authority to amend the award.

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

d) Agreement Officer's Representative (AOR) – The AOR assists in monitoring the work under the award. The AOR will oversee the technical administration of the award and will act as a technical liaison with the performing organization. The AOR is NOT AUTHORIZED to change the scope, budget, specifications, and terms and conditions as stated in the award, to make any commitments that otherwise obligate the Government or authorize changes which affect the award budget, delivery schedule, period of performance, or other terms and conditions.

e) Principal Investigator (PI) – The PI is the individual designated by the Recipient and approved by PHMSA who is responsible for the technical direction of the project. The PI cannot be changed or become someone substantially less involved than was indicated in the Recipient's proposal, without prior written approval of the Agreement Officer.

2. Recipient Responsibilities

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

3. Compliance with Award Terms and Conditions

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

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

f) Take other remedies that may be legally available.

4. Order of Precedence

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

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

b) Terms and Conditions of this award.

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

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

2 CFR 200 is incorporated by reference into this award

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

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

49 CFR 20 is incorporated by reference into this award.

7. Nondiscrimination

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

49 CFR 21 is incorporated by reference into this award.

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

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

The Recipient must review the "list of parties excluded from federal procurement or non-procurement programs" located on the System for Award Management (SAM) website

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

2 CFR 1200 "Non-procurement Suspension and Debarment" is incorporated by reference into this award.

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

9. Drug-Free Workplace

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

10. eInvoicing (PHMSA July 2012)

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

A. **Recipients' Requirements**:

Recipients must:

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

B. **System User Requirements**:

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

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

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

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

C. **Waivers**

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

All waiver requests should be sent to:

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

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

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

11. Payments (PHMSA March 2014)

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

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

a) Method of payment.

i) The Government will make all payments under this agreement by electronic funds transfer (EFT), except as provided by paragraph (a)(ii) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

ii) If the Government is unable to release one or more payments by EFT, the Recipient agrees either to –

(a) Accept payment by check or some other mutually agreeable method of payment; or

(b) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph d. of this clause).

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

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

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

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

f) Liability for uncompleted or erroneous transfers.

- **i)** If an uncompleted or erroneous transfer occurs because the Government used the Recipient's EFT information incorrectly, the Government remains responsible for –
  - (a) Making a correct payment;
  - (b) Paying any prompt payment penalty due; and
  - (c) Recovering any erroneously directed funds.
- **ii)** If an uncompleted or erroneous transfer occurs because the Recipient's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and –
  - (a) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Recipient is responsible for recovery of any erroneously directed funds; or
  - (b) If the funds remain under the control of the payment office, the Government will not make payment, and the provisions of paragraph d. of this clause apply.

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

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

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

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

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

(End of Provision)

12. Adherence to Original Project Objectives and Budget Estimates

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

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

13. Prior Approvals

a) The following expenditures require the AO's advance written approval:

i) Changes in the scope, objective, or key personnel referenced in the Recipient's proposal.

ii) Change in the project period. PHMSA must receive this request no later than 30 calendar days prior to the end of the project period. The Recipient must submit a revised budget indicating the planned use of all unexpended funds during the extension period.

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

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

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

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

HubZone. DOT is strongly committed to the objectives of this policy and encourages all Recipients of its Grants and Cooperative Agreements to take affirmative steps to ensure such fairness on the awarding of any subcontracts.

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

c) Affirmative steps include:

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

15. Seat Belt Use Policies and Programs

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

16. Ban on Text Messaging While Driving

a) *Definitions.* The following definitions are intended to be consistent with the definitions in DOT Order 3902.10 and 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.

17. Rights in Technical Data

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

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

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

19. Violation of Award Terms

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

20. Fraud, Waste, or Abuse

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

The mailing address is:

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

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

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

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

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

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

(1) Salary and bonus.

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

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

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

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

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

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

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

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

(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.fsrs.gov, if in the sub-awardee's preceding fiscal year, the sub-awardee received:

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

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

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

(End of provision)

22. 811, Call Before You Dig Program (PHMSA June 2014)

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

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

There are five steps to safer digging:

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

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

(End of provision)

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

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

(End of provision)

24. Combating Trafficking in Persons (PHMSA JULY 2016)

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

(i) severe forms of trafficking in persons;
(ii) the procurement of a commercial sex act during the period of time that the grant, or cooperative agreement is in effect;
(iii) the use of forced labor in the performance of the grant or cooperative agreement; or
(iv) acts that directly support or advance trafficking in persons, including the following acts:
(I) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents.

(II) Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless-

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

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

(III) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment.

(IV) Charging recruited employees unreasonable placement or recruitment fees, such as fees equal to or greater than the employee's monthly salary, or recruitment fees that violate the laws of the country from which an employee is recruited.

(V) Providing or arranging housing that fails to meet the host country housing and safety standards.

(End of provision)

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

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

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

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

(d) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (P.L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act

may be prohibited, if the Government determines that the Recipient is not in compliance with the provisions herein.

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

(End of provision)

Note: The following is a sample reporting template for submitting progress reports. This format is suggested and preferred; however, the format of the report is within the grantee's discretion.

2016 State Damage Prevention Program Grants Progress Report
CFDA Number: 20.720

Award Number: *[From Article I, Section 1.03 of your agreement]*
Project Title: *[From Article I, Section 1.03 of your agreement]*
Date Submitted: *[Date of report submission]*
Submitted by: *[Who is submitting; can be more than one person]*

Specific Objective(s) of the Agreement

[Cut and paste from Article II, Section 2.03 of your agreement.]

Workscope

[Cut and paste from Article III. Workscope of your agreement.]

Accomplishments for this period (Item 1 under Article IX, Section 9.01 Progress Report: "A comparison of actual accomplishments to the objectives established for the period.")

[How are you progressing on each of the items/elements provided in the "Specific Objectives" and "Workscope"? Start with an overall description followed by item-by-item or element-by-element detail if possible.]

Quantifiable Metrics/Measures of Effectiveness (Item 2 under Article IX, Section 9.01 Progress Report: "Where the output of the project can be quantified, a computation of the cost per unit of output.")

[This is difficult to explain across the board, but we're trying to get a gauge for how effective this grant work is in improving your program. If your grant is more data oriented, you likely had some sort of metrics in mind to improve upon. If so, what were those metrics and how is the data looking now compared to when the program started? If you're doing something along the lines of enforcement that involves incident review, how many cases have you been able to review/close and/or fines collected compared to before the grant work? If you pitched something more along the lines of public awareness, to how many stakeholders have you been able to reach? Even if you don't have the metrics fully defined, put whatever you can here.]

Issues, Problems or Challenges (Item 3 under Article IX, Section 9.01 Progress Report: "The reasons for slippage if established objectives were not met. ")

[If the project is progressing on schedule, simply state that there are no issues, problems or challenge to report. If there have been delays for any reason, explain what they are and how that may impact the grant work. For instance, with some States, even after an agreement is in place, it has to be sent back to the Governor's office for approval, which takes more time than originally anticipated. Even if work begins right away after the agreement is in place, other delays can be

SAMPLE

caused by personnel changes or simply having a better understanding of the effort required once the work is underway.]

Mid-term Financial Status Report

[Per the instructions in Article IX, Section 9.03 of your agreement (included below), the financial status report should be submitted to the Agreement Administrator (AA) and the Agreement Officer's Representative (AOR). Please see instructions below and include supporting documentation such as invoices, receipts, spreadsheets, etc. However, if there are any issues with the Financial Status Report or additional explanation is needed, please provide that information here. If there are any delays for whatever reasons, these should be communicated to the AA and AOR in advance.

From Article IX, Section 9.03 of your agreement: "During the performance of the grant, the Recipient must submit a mid-term Federal Financial Report, Standard Form 425 (SF-425), to report the status of funds. In addition to the SF-425, the Recipient should provide the breakdown of costs for each object class category (Personnel, Fringe Benefits, Travel, Equipment, Supplies, Contractual, Other, and Indirect Charges). The Mid-term Financial Status Report should cover all activities through March 31, 2016 and this report must be submitted to the AOR and the AA via e-mail, no later than April 30, 2016."]

Plans for Next Period (Remainder of Grant)

[In most cases, this section should just mention your plans for the remainder of the project. However, if you need to change the workscope at all for any reason, including whether you need to modify, remove, or add items, please explain.]

Requests of the AOR and/or PHMSA

[In most cases, any questions or actions requested of the AOR and PHMSA (such as grant modifications in anyway) should have been addressed in advance of filing the report. If this is the case, simply state "No actions requested at this time" or explain any actions that are currently in process. However, if something has come up recently, or if you haven't been able to discuss with the AOR yet, please describe here.]

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Note: The following is a sample reporting template for submitting final reports. This format is suggested and preferred; however, the format of the report is within the grantee's discretion.

2016 State Damage Prevention Program Grants Final Report
CFDA Number: 20.720

Award Number: *[From Article I, Section 1.03 of your agreement]*
Project Title: *[From Article I, Section 1.03 of your agreement]*
Date Submitted: *[Date of report submission]*
Submitted by: *[Who is submitting; can be more than one person]*

Specific Objective(s) of the Agreement

[Cut and paste from Article II, Section 2.03 of your agreement.]

Workscope

[Cut and paste from Article III. Workscope of your agreement.]

Accomplishments for the grant period (Item 1 under Agreement Article IX, Section 9.02 Final Report: "A comparison of actual accomplishments to the objectives established for the period.")

[How did you progress on each of the items/elements provided in the "Specific Objectives" and "Workscope"? How did your progress compare with established objectives? Start with an overall description followed by item-by-item or element-by-element detail if possible.]

Quantifiable Metrics/Measures of Effectiveness (Item 2 under Article IX, Section 9.02 Final Report: "Where the output of the project can be quantified, a computation of the cost per unit of output.")

[This may be difficult to explain for every grant project, but we're trying to get a sense of how effective this grant work has been in improving your damage prevention program. If your grant is more data oriented, you likely had some sort of metrics in mind to improve upon. If so, what were those metrics and how does the data look now compared to when the program started? If you're doing something along the lines of enforcement that involves incident review, how many cases have you been able to review/close and/or fines collected compared to before the grant work? If you are working on something more along the lines of public awareness, how many stakeholders have you been able to reach? Even if you don't have the metrics fully defined, put whatever you can here.]

Issues, Problems or Challenges (Item 3 under Article IX, Section 9.02 Final Report: "The reasons for slippage if established objectives were not met.")

[If the project has successfully concluded on schedule, simply state that there are no issues, problems or challenge to report. If there have been delays for any reason, explain what they are and how they have impacted the grant work. For instance, with some States, even after an

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agreement is in place, it has to be sent back to the Governor's office for approval, which takes more time than originally anticipated. Even if work began immediately after the agreement was in place, other delays could have been caused by personnel changes or issues that arose as the project progressed.]

Final Financial Status Report

[Per the instructions in Article IX, Section 9.04 of your agreement (included below), the financial status report should be submitted with this final report to the Agreement Administrator (AA) and the Agreement Officer's Representative (AOR). Please see instructions below and include supporting documentation such as invoices, receipts, spreadsheets, etc. However, if there are any issues with the Financial Status Report or additional explanation is needed, please provide that information here. If there are any delays for whatever reasons, these should be communicated to the AA and AOR in advance.

From Article IX, Section 9.04 of your agreement: "At the end of the grant period, the Recipient must submit a Final Federal Financial Report, Standard Form 425 (SF-425), to report the status of all funds. In addition to the SF-425, the Recipient should provide the breakdown of costs for each object class category (Personnel, Fringe Benefits, Travel, Equipment, Supplies, Contractual, Other, and Indirect Charges). The Final Financial Status Report must be submitted to the AOR and the AA via e-mail, no later than 90 days after the grant period end date (see Section 1.03). If possible this report should be submitted, along with the Final Report, within 30 days after the grant period end date."]

Requests of the AOR and/or PHMSA

[In most cases, any questions or actions requested of the AOR and PHMSA (such as grant modifications) should have been addressed in advance of filing the report. If this is the case, simply state "No actions requested at this time" or explain any actions that are currently in process. However, if something has come up recently, or if you haven't been able to discuss with the AOR yet, please describe here.]

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