GRANT AGREEMENT

BETWEEN

NEW MEXICO PIPELINE SAFETY BUREAU
604 West San Mateo, Upper Level, Suite B
Santa Fe, NM 87114

AND

THE U.S. DEPARTMENT OF TRANSPORTATION
PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION
1200 New Jersey Avenue, SE, E22-229
Washington, D.C. 20590-0001

CONCERNING

"2009 State Damage Prevention Program"

Agreement No.: DTPH56-09-G-PHPS08

Total Amount of the Grant Agreement: $84,100.00

Government Funds Obligated: $84,100.00

PHMSA Line of Appropriation: 5172309DA0/2009/50D0204000/PSCOP03000/41050 $84,100 PR#: 956-09-6020

Authority: This agreement is entered into between the United States of America, represented by the U.S. Department of Transportation (DOT), Pipeline and Hazardous Materials Safety Administration (PHMSA), and the New Mexico Pipeline Safety Bureau, pursuant to and under Section 2 (State Damage Prevention Programs) of the Pipeline Inspection, Protection, Enforcement, and Safety Act of 2006 (PIPES Act), Public Law 109-468 (December 29, 2006), codified at 49 U.S.C. §60134.

NEW MEXICO PIPELINE SAFETY BUREAU

, P.E.
Signature

BRUNO E. CARRARA
Program Mgr/Bureau Mgr
Name and Title

12 March 2009
Date

U.S. DEPARTMENT OF TRANSPORTATION
PIPELINE AND HAZARDOUS MATERIALS
SAFETY ADMINISTRATION (PHMSA)

Signature
Warren D. Osterberg
Contracting Officer

MAR 23 2009
Date

MAR 23 2009
Effective Date

TABLE OF CONTENTS

Article I. Award Information 3
Section 1.01 Grantee Information 3
Section 1.02 Awarding Agency Information 3
Section 1.03 Basic Award Information 3
Article II. Background 3
Section 2.01 Background 3
Section 2.02 Statement of Purpose 3
Section 2.03 Specific Objective(s) of the Agreement 4
Article III. Workscope 4
Article IV. Deliverables 4
Article V. Delineation of Tasks/Deliverables 5
Section 5.01 Incorporation of Grantee Application 5
Article VI. Agreement Officials 5
Agreement Officer (AO) 5
Agreement Administrator (AA) 5
Agreement Officer's Technical Representative (AOTR) 5
Principal Investigator (PI) 6
Article VII. Terms and Conditions 6
Article VIII. Special Terms and Conditions 6
Section 8.01 Modifications 6
Section 8.02 Travel 6
Article IX. Reports 6
Section 9.01 Progress Report 6
Section 9.02 Final Report 7
Section 9.03 Mid-term Financial Status Report 7
Section 9.04 Final Financial Status Report 7
Article X. Consideration and Payment 7
Section 10.01 Request for Advance/Reimbursement 7
Section 10.02 Approved Project Proposal/Budget 7
Section 10.03 Payment of Advance/Reimbursement 8
Article XI. Attachments 8

Article I. Award Information

Section 1.01 Grantee Information

New Mexico Pipeline Safety Bureau
604 West San Mateo, Upper Level, Suite B
Santa Fe, NM 87114
DUNS: 142199152
EIN/TIN: 85-6000565

Primary Contact: Bruno Carrara, bruno.carrara@state.nm.us, (505) 827-3772

Section 1.02 Awarding Agency Information

U.S. Department of Transportation (US DOT)
Pipeline and Hazardous Materials Safety Administration (PHMSA)
1200 New Jersey Avenue, SE
Room E22-301
Washington, D.C. 20590

Primary Contact: Karina Muñoz, karina.munoz@dot.gov, (202) 366-4059

Section 1.03 Basic Award Information

Funding Opportunity Title: "State Damage Prevention Program"
Funding Opportunity Number: DTPH56-09-SN-0001
CFDA Number: 20.720
Award Type: Grant Agreement
Award Number: DTPH56-09-G-PHPS08
Project Title: NM Pipeline Safety Bureau State Damage Prevention
Project Period: January 1, 2009 – December 31, 2009
Grant Amount: $84,100.00

Article II. Background

Section 2.01 Background

Section 2 of the PIPES Act added a new State Damage Prevention Program Grant program to the Federal Pipeline Safety Law, codified at 49 USC §60134. The purpose of these grants is to establish comprehensive State programs designed to prevent damage to underground pipelines in States that do not have such programs and to improve the quality and effectiveness of damage prevention programs in States that do. Section 60134 sets forth nine elements of an effective State damage prevention program.

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 programs that are designed to prevent damage to underground pipeline facilities.

Section 2.03 Specific Objective(s) of the Agreement

Under this grant award, the New Mexico Pipeline Safety Bureau will:

- Partially fund employment of a Damage Prevention Specialist for damage prevention program administration, including uploading data to the Damage Prevention Tracking System, uploading data to the Common Ground Alliance Damage Information Reporting Tool (DIRT), analyzing data to determine program effectiveness and indicated improvements, and enforcement for non-pipeline and pipeline damage violations.
- Partially fund employment of an Administrative Assistant for security administration of the Damage Prevention Tracking System, scheduling and coordinating training events, and budget and cost tracking management.
- Partially fund four (4) underground utility locators to be used by the Bureau to conduct training for locating personnel and to conduct investigations, as needed.
- Print Damage Prevention information booklets and other training materials by the New Mexico One-Call, Inc. that are used in the training of excavation equipment operators, first responders, and in "tailgate" training sessions. The training materials will also be translated into Spanish.
- Contract with the National Utility Contractors Association of New Mexico to conduct at least eight (8) classes (the "Next Step") throughout the state to teach excavators about general excavation safety and excavation-for-utilities practices.

Article III. Workscope

Under the terms of this agreement, the Grantee will address the following elements listed in 49 USC §60134 through the actions it has specified in its Application.

- *Element (4):* 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.
- *Element (7):* Enforcement of State damage prevention laws and regulations for all aspects of the damage prevention process, including public education, and the use of civil penalties for violations assessable by the appropriate State authority.
- *Element (9):* A process for review and analysis of the effectiveness of each program element, including a means for implementing improvements identified by such program reviews.

Article IV. Deliverables

The New Mexico Pipeline Safety Bureau must submit the following reports:

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

Additional information about the reporting requirements is in Article IX, Reports.

Article V. Delineation of Tasks/Deliverables

Section 5.01 Incorporation of Grantee Application

The Grantee's application and Project Plan dated **December 1, 2008** and subsequent response providing additional information dated **March 6, 2009** are incorporated by reference into this Agreement.

The Grantee is responsible for accomplishing the objectives, tasks and deliverables of this Grant Agreement, and performing the tasks and the deliverables outlined in the Grantee'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
Office of Contracts and Procurement, PHA-30
1200 New Jersey Avenue, SE, E22-103
Washington, D.C. 20590
Telephone: (202) 366-6942
Fax: (202) 366-7974 E-mail: Warren.Osterberg@.dot.gov

Agreement Administrator (AA)
Ms. Karina Munoz
U.S. Department of Transportation
Pipeline and Hazardous Materials Safety Administration
Office of Contracts and Procurement, PHA-30
1200 New Jersey Avenue, SE, E22-301
Washington, D.C. 20590
Telephone: (202) 366-4059
Fax: (202) 366-7974 E-mail: Karina.Munoz@dot.gov

Agreement Officer's Technical Representative (AOTR)
Mr. Sam Hall
U.S. Department of Transportation
Pipeline and Hazardous Materials Safety Administration
Office of Pipeline Safety, PHP-20
2180 Adventure Lane
Maidens, VA 23102
Telephone: (804) 556-4678
Fax: (804) 556-3183 E-mail: Sam.Hall@dot.gov

Principal Investigator (PI)
Mr. Bruno Carrara
New Mexico Pipeline Safety Bureau
604 West San Mateo, Upper Level, Suite B
Santa Fe, NM 87114
Telephone: (505) 827-3772
Fax: (505) 827-3767 E-mail: Bruno.Carrara@state.nm.us

Article VII. Terms and Conditions

The Grantee must comply with and spend funds consistent with all the terms and conditions of this award, including the Award Terms and Conditions in **Attachment 1** and any other terms and conditions spelled out 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, signed by both the Grantee and the Agreement Officer, and specifically referred to as a modification to this Grant Agreement.

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. Travel and Per Diem authorized under this agreement must be incurred in accordance with the Government Travel Regulations currently in effect. Current per diem rates are listed at: http://www.gsa.gov/perdiem.

Article IX. Reports

Section 9.01 Progress Report

During the performance of the grant, the Grantee must provide a letter-type written report to the AOTR 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.

This report must be submitted to the AOTR and the AA in electronic form via e-mail no later than July 31, 2009.

Section 9.02 Final Report
At the end of the grant period, the Grantee must deliver a letter-type final report to the AOTR 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.

This report must be submitted to the AOTR and the AA in electronic form via e-mail no later than March 31, 2010.

Section 9.03 Mid-term Financial Status Report
During the performance of the grant, the Grantee must submit a mid-term Financial Status Report, Standard Form 269 (SF-269), to report the status of funds. In addition to SF-269, the Grantee should provide the break down of costs for each object class category (Personnel, Fringe Benefits, Travel, Equipment, Supplies, Contractual, Other, and Indirect Charges). This report must be submitted to the AA in electronic form via e-mail no later than July 31, 2009.

Section 9.04 Final Financial Status Report
At the end of the grant period, the Grantee must submit a Final Financial Status Report, Standard Form 269 (SF-269), to report the status of all funds. In addition to SF-269, the Grantee should provide the break down of costs for each object class category (Personnel, Fringe Benefits, Travel, Equipment, Supplies, Contractual, Other, and Indirect Charges). This report must be submitted to the AA in electronic form via e-mail no later than March 31, 2010.

Article X. Consideration and Payment

Section 10.01 Request for Advance/Reimbursement
Subject to the requirements in 49 CFR 18.21 being met (refer to Award Terms and Conditions, Section 14, "Payments") payments will be made after receipt of "Request for Advance or Reimbursement," SF-270. Each request must be submitted in an original to the AA, one copy to the AOTR and one copy to the Payment Office listed below:

U.S. Department of Transportation
Federal Aviation Administration, MMAC
Financial Operations, AMZ-150
P.O. Box 269039
Oklahoma City, OK 73126-9039
Attn: Ms. Margaret Gorman
(405) 954-7468

Section 10.02 Approved Project Proposal/Budget
The Grantee's application dated **December 1, 2008** and subsequent response providing additional information dated **March 6, 2009** are incorporated by reference into this Agreement.

Section 10.03 Payment of Advance/Reimbursement
All Grantees must be registered in the Central Contractor Registration (CCR) in order to receive payments on their invoices. For information on how to register, visit www.ccr.gov.

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

Article XI. Attachments

Attachment 1 - DTPH56-09-G-PHPS08 - Award Terms and Conditions

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

Financial Assistance Awards to State and Local Governments
Award Terms and Conditions

Table of Contents

1. Definitions 2
2. Recipient Responsibilities 2
3. Compliance with Award Terms and Conditions 2
4. Order of Precedence 2
5. Uniform Administrative Requirements 3
6. Federal Cost Principles 3
7. Audit Requirements 3
8. Restrictions on Lobbying 3
9. Nondiscrimination 4
10. Governmentwide Debarment and Suspension (Non-procurement) 4
11. Drug-Free Workplace 4
12. DOT Order 4600.17A, "Financial Assistance Management Requirements" 4
13. Treasury Circular No. 1075 (31 CFR 205) 4
14. Payments 5
15. Financial Reporting 7
16. Performance Monitoring 7
17. Adherence to Original Project Objectives and Budget Estimates 7
18. Prior Approvals 7
19. Contracting with Small and Minority Firms 7
20. Seat Belt Use Policies and Programs 8
21. Rights in Technical Data 8
22. Notice of News Releases, Public Announcements, and Presentations 8
23. Violation of Award Terms 9
24. Fraud, Waste, or Abuse 9

1. 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 of the agreement 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 Technical Representative (AOTR) – The AOTR assists in monitoring the work under the award. The AOTR will oversee the technical administration of the award and will act as a technical liaison with the performing organization. The AOTR 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.

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

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.

4. Order of Precedence

Any inconsistency or conflict in the terms and conditions specified in this Grant shall 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 Grant.

b) Terms and Conditions of this Grant.

NOTE: OMB Circulars are available at: www.whitehouse.gov/omb/circulars.

5. Uniform Administrative Requirements

49 CFR 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" establishes administrative standards to ensure consistency among recipients of Federal awards. These include financial and program management, property and procurement standards, cost-sharing or matching, and reporting and record retention.

OMB Circular A-102, "Grants and Cooperative Agreements with State and Local Governments", as adopted by DOT in 49 CFR 18, is incorporated by reference into this award.

49 CFR 18 is available at: http://www.dot.gov/ost/m60/grant/49cfr18.htm.

6. Federal Cost Principles

PHMSA will determine if costs incurred by a Recipient are allowable in accordance with the applicable statutory limitations, Federal cost principles and terms and conditions of the award.

State and Local Governments are subject to the provisions of OMB Circular A-87, "Cost Principles for State, Local, and Indian Tribal Governments," codified in 2 CFR 225.

OMB Circular A-87, codified in 2 CFR 225, is incorporated by reference into this award.

2 CFR 225 is available at: http://www.whitehouse.gov/omb/circulars/a087/a87_2004.pdf.

7. Audit Requirements

OMB Circular A-133, "Audits of States, Local Governments, and Nonprofit Organizations," includes specific guidance for conducting financial and compliance audits. The threshold for requiring an A-133 audit is $500,000 in yearly expenditures of Federal funds. This amount is the aggregate of funds from all Federal sources.

OMB Circular A-133 is incorporated by reference into this award.

OMB Circular A-133 is available at:
http://www.whitehouse.gov/omb/assets/omb/circulars/a133/a133.pdf.

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

Pursuant to 49 U.S.C. § 60134(g) a Recipient may not use funds for lobbying or in direct support of litigation.

The Recipient may not conduct political lobbying, as defined in the statutes, regulations, and 2 CFR 225– "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.

49 CFR 20 is available at: http://www.dot.gov/ost/m60/grant/regs.htm.

9. 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.

49 CFR 21 is available at: http://www.dot.gov/ost/m60/grant/regs.htm.

10. Governmentwide Debarment and Suspension (Non-procurement)

The Recipient must comply with the provisions of EO 12549, "Debarment and Suspension," which generally prohibits entities that have been debarred, suspended, or voluntarily excluded from participating in Federal non-procurement transactions either through primary or lower-tier covered transactions. The Recipient must comply with 2 CFR Part 1200, "Non-Procurement Suspension and Debarment."

Recipients are encouraged to subscribe to and utilize the Monthly Lists of Parties Excluded from Federal Procurement or Nonprocurement Programs published by GSA and found at: www.epls.gov.

2 CFR Part 1200 is incorporated by reference into this award.

49 CFR Part 1200 is available at: 2 CFR Part 1200.

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, "Governmentwide Requirements for Drug Free Workplace (Financial Assistance)."

49 CFR 32 is incorporated by reference into this award.

49 CFR 32 is available at: http://www.dot.gov/ost/m60/grant/regs.htm.

12. DOT Order 4600.17A, "Financial Assistance Management Requirements"

DOT Order 4600.17A is incorporated by reference into this award.

DOT Order 4600.17A is available at: http://www.dot.gov/ost/m60/grant/ord4600.htm.

13. Treasury Circular No. 1075, "Regulations Governing Withdrawal of Cash From the Treasury for Advances Under Federal Grant and Other Programs (31 CFR 205)"

Treasury Circular No. 1075 is incorporated by reference into this award. This Circular can be found in Appendix 1 of Volume 1, Part 6, Chapter 2000 of the Treasury Financial Manual at: http://fms.treas.gov/tfm/vol1/v1p6c200.txt.

14. Payments

Payment to a Recipient will be made in advance, provided the Recipient maintains or demonstrates in accordance with 49 CFR. 18.21 the willingness and ability to maintain procedures to minimize the time elapsing between the transfer of the funds and their disbursement by the grantee or subgrantee. If this item is not met, payment will be made by reimbursement.

Subject to the requirements in 49 CFR 18.21 being met, a first payment for 50% of the award amount will be made shortly after the effective date of award, subsequent to receipt of the completed SF-270. A second payment for the remaining 50% will be made upon receipt and approval of the Progress Report, the Mid-term Financial Status Report, and a completed SF-270.

Reimbursement/Advance payments will be made after the receipt of "Request for Advance or Reimbursement," Standard Form SF-270. Each request must be submitted in an original to the AA, one copy to the AOTR and one copy to the Payment Office listed below:

U.S. Department of Transportation
Federal Aviation Administration, MMAC
Financial Operations, AMZ-150
P.O. Box 269039
Oklahoma City, OK 73126-9039
Attn: Ms. Margaret Gorman
(405) 954-7468

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 Central Contractor Registration (CCR) database. If the EFT information changes, the Recipient is responsible for providing the updated information to the CCR database.

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 CCR 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 CCR 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 CCR 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 CCR 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 CCR 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 CCR database.

15. Financial Reporting

a) Mid-term Financial Status Report: During the performance of the grant, the Recipient must submit a Financial Status Report (Standard Form 269) to report the status of funds to the AA. The AA will provide specific reporting requirements after award.

b) Financial Status Report: At the end of the grant, the Recipient must submit a Final Financial Status Report (Standard Form 269) to report the status of all funds to the AA.

16. Performance Monitoring

a) Progress Report: During the performance of the grant, the Recipient must provide letter-type written reports to the AOTR and the AA. The report must include a description of how the funds were used to improve the program. The AOTR will provide specific reporting requirements after award.

b) Final Report: At the end of the grant, the Recipient must deliver a final report to the AOTR and the AA that describes the results of all activities undertaken as a result of this grant. The AOTR will provide specific reporting requirements after award.

17. 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. Expenditures incurred prior to the effective date of an award cannot be charged against an award unless provided for in the award.

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.

18. 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.

19. Contracting with Small and Minority Firms, Women's Business Enterprises, Veteran-Owned, and HubZone Area Firms

a) It is the Department of Transportation (DOT) policy to award a fair share of contracts to small minority business, women-owned and HubZone firms. 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, women-owned, minority disadvantages businesses, veteran, and HUBZone business firms are used when possible.

c) Affirmative steps include:

i) Placing qualified small and minority-disadvantaged businesses, women owned business enterprises, veteran-owned and HUBZone business firms on solicitation lists;
ii) Assuring that small and minority businesses, women's business enterprises, veteran-owned and HUBZone business firms 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 and minority businesses, women's business enterprises, veteran-owned, and HUBZone business firms;
iv) Establishing delivery schedules, when economically feasible, into small tasks or quantities to permit maximum participation by small and minority business, women's business enterprises, veteran-owned, and HUBZone business firms; and
v) Using the services and assistance of the Small Business Administration and the Office of the Small and Disadvantaged Business Utilization of the Department of Transportation, as appropriate.

20. 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.

21. Rights in Technical Data

Rights to intangible property under this agreement are governed in accordance with 49 CFR 18, Sec. 18.34, "Copyrights."

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

The Recipient must have the AO's prior approval of all press releases, formal announcements, or other planed written issuance containing news or information concerning this Grant Agreement before issuance. The Recipient must provide two (2) copies of the document to the AO and AOTR for review prior to release. Also, the AO must approve any planned presentations/briefings related to this Grant Agreement, as well as the actual presentation (e.g. slides/vu-graphs) to be used.

23. 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.

24. 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
P.O. Box 708
Fredericksburg, VA 22404
Phone: 1.800.424.9071
Fax: 540.373.2090
Email: hotline@oig.dot.gov
Web: http://www.oig.dot.gov/Hotline