

Item # 5-2

**City of Carson City
Agenda Report**

Date Submitted: 10/09/07

Agenda Date Requested: 10/18/07

Time Requested: Consent Agenda

To: Mayor and Supervisors

From: Carson City Sheriff's Office

Subject Title: Action to approve the acceptance of the Office of Traffic Safety Joining Forces grant in the amount of \$18,793.72.

Staff Summary: The Office of Traffic Safety Joining Forces grants have been shared by Nevada law enforcement agencies for many years. This grant provides funding for events which focus on reducing fatalities and serious injury crashes, enhanced enforcement of safety belt and child safety seat laws, speed enforcement laws, pedestrian safety and the reduction of impaired driving through Selective Traffic Enforcement programs, Saturation Patrols and checkpoints.

Type of Action Requested: (check one)

- Resolution
- Formal Action/Motion
- Ordinance
- Other (Specify)

Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: I move to approve the acceptance of the Office of Traffic Safety Joining Forces Grant 28-JF-1.02, in the amount of \$18,793.72

Explanation for Recommended Board Action: The purpose of this grant is to fund three required Safety Belt Enforcement/Impaired Driving Enforcement events as well as a number of other events designed to reduce speed related fatalities, reduce the number of pedestrian injuries and fatalities, and maintain safety belt usage.

Applicable Statute, Code, Policy, Rule or Regulation: N/A

Fiscal Impact: There is no financial impact to the city as this is a no-match grant and includes the costs of all associated expenditures.

Explanation of Impact: See above

Funding Source: The funds for this project have been obtained through the Office of Criminal Justice Assistance.

Alternatives: No participation in the grant

Supporting Material: Grant Project Agreement and application, which includes a full description of the project.

Prepared By: Kathie Heath, Business Manager

Reviewed By:

[Signature]
(Department Head)

Date: 10/8/07

[Signature]
(City Manager)

Date: 10/9/07

Melanie Burkett
(District Attorney)

Date: 10-9-07

[Signature]
(Finance Director)

Date: 10/9/07

Board Action Taken:

Motion: _____

- 1) _____
- 2) _____

Aye/Nay

(Vote Recorded By)

STATE OF NEVADA
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF TRAFFIC SAFETY
PROJECT AGREEMENT

Project Title: JOINING FORCES	Project Number: 28-JF-1.02
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Applicant Agency: Carson City Sheriff 901 E Musser Street Carson City, NV 89701	Governmental Unit:
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Grant Period:	From: October 1, 2007	To: September 30, 2008
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PROJECT PURPOSE: Provide funding for participation in statewide, multi-jurisdictional traffic enforcement events that are focused on reducing fatalities and serious injury crashes in Nevada. Provide funding for enhanced enforcement of safety belt and child safety seat laws, speed enforcement laws, pedestrian safety and to reduce impaired driving through Selective Traffic Enforcement programs, Saturation Patrols and checkpoints.

Projected Budget	FY2008	FY2009	FY2010
	\$ \$18,793.72	\$	\$

Source of Funds Federal Share: 100%	Non-Federal:
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ACCEPTANCE OF CONDITIONS: It is understood and agreed by the undersigned that a grant received as a result of this agreement is subject to Public Law 89-564 (Highway Safety Act of 1966) and Nevada Revised Statutes, Chapter 223.200 and all administrative regulations governing grants established by the U.S. Department of Transportation and the State of Nevada. It is expressly agreed that this project constitutes an official part of the State's Highway Safety Plan and that said Applicant Agency will meet the requirements as set forth herein, including Schedules A, B & C which are incorporated herein and made a part of this agreement. **The Applicant Agency MAY NOT proceed with this project, or any portion thereof, until funds are appropriated by the U.S. Congress and written authorization is received from the Office of Traffic Safety. It is also understood by the Applicant Agency that any funds expended prior to receipt of the written Authorization to Proceed WILL NOT be reimbursed.**

Department of Public Safety	Authorizing Official Governmental Unit
Signature: Date: 10-1-07	Signature: Date: 9-12-07
Name: Charles G. Abbott	Name: Kenneth Furlong
Title: Highway Safety Coordinator	Title: Sheriff
	Project Director
	Signature: Date: 9-12-07
	Name: Mike Cullen
	Title: Sergeant

SCHEDULE A
DESCRIPTION OF PROJECT

PROBLEM STATEMENT:

Fatalities and injuries on Nevada's roadways continue to be a major concern of our citizens. Safety belts are the single most effective way to reduce injuries and fatalities on our highways. Over 40% of fatalities recorded on Nevada roadways in 2005 were not wearing safety belts. Yet, regardless of public information and media campaigns, almost 20% of the motoring public does not wear safety belts on a regular basis.

One fatality in every 2.7 fatal crashes in 2005 had alcohol involvement.

Speeding is a contributing factor in 1 of every 2.7 fatalities. This costs society billions of dollars annually and dilutes the effectiveness of other priority traffic safety programs, including efforts to reduce impaired driving, increase safety belt use, and improve pedestrian and motorcycle safety.

Speeding increases the severity of injury crashes.

Pedestrian fatalities continue to be a growing concern in urban Nevada. One pedestrian fatal in every 42.7 fatalities was recorded in 2005.

High visibility enforcement of traffic laws combined with high intensity media has been determined to be the most effective way to ensure compliance with safety belts and impaired driving laws. Law enforcement agencies in Nevada, however, do not have sufficient manpower to conduct the effective and sustained enforcement that is needed to reduce crashes and fatalities.

PROBLEM SOLUTION:

Law Enforcement Agencies in Nevada Join Forces to conduct enforcement of Nevada's safety belt, child passenger, impaired driving and speeding and pedestrian laws using federal grant funds provided by the Department of Public Safety Office of Traffic Safety.

GOALS:

- Promote multi-jurisdictional enforcement of Nevada Safety Belt, DUI, Pedestrian and Speeding laws.
- Reduce the number of motor vehicle crash injuries and fatalities through public education and enforcement.
- Increase observed safety belt use.
- Reduce the number of alcohol related fatalities.
- Reduce the number of collisions with speed as a contributing factor.
- Reduce the number of Pedestrian injuries and fatalities.

OBJECTIVES:

- Maintain an observed safety belt usage of 90% or greater in 2008
- Reduce the rate of persons killed in alcohol/drug-involved collisions by from 1 in every 2.7 (2005) to 1 in every 3.2 (approx. 26 lives saved) by September 2008.
- Reduce speed related fatalities from 1 in every 2.7 (2005) to 1 in every 3.2 in Urban areas by September 30, 2008.
- Reduce the number of Pedestrian injuries and fatalities from 1 in every 42.7 fatals to 1 in every 61 in 2008. (approx. 3 lives saved)

ACTIVITIES:

- **Carson City Sheriff's Office** must participate in the 3 required events:
 - #2 Safety Belt Enforcement – November 16-30, 2007 (Thanksgiving)
 - #9 Safety Belt Enforcement – May 19-June 1, 2008 (Memorial Day)
 - #12 Impaired Driving Enforcement – August 15-Sept. 1, 2008) (Labor Day)
- **Carson City Sheriff's Office** has selected to participate in the attached Event Schedule.

	JOINING FORCES 2008
	DATE/EVENT
1	October 20-Nov 4, 07: Teen SB
2	REQUIRED November 16-30 07: SB
3	December 07: DUI Month
4	January 4-20, 08: Teen SB
5	February 1-16, 08: DUI Superbowl
6	March 5-19, 08: Speed
7	April 08: DUI/Ped Alcohol Awareness Month
8	May 1-15, 08 Teen SB
9	REQUIRED May 19-Jun 1, 08: SB Memorial
10	June 08: DUI/Pedestrian
11	July 1-15, 08 Independence Day DUI/SPD
12	REQUIRED Aug 15 -Sept 1, 08: DUI Labor
13	Sept 10-24, 08 Teen SB
14	Special Event Request Dates TBD

1. All law enforcement agencies are required to report motor vehicle fatality data to Nevada's Fatality Analysis Reporting System (FARS) analyst at the Nevada Office of Traffic Safety, 107 Jacobsen Way, Carson City NV 89711, fax: 775.684.7482.
2. All law enforcement agencies are required to send their motor vehicle crash reports per NRS 484.219, et seq., electronically or manually to the NCATS database and as otherwise required by state law.
3. Hold a press conference or submit press release to local newspaper(s) detailing the program, funding source, goals and objectives and the probable outcome within 30 days of receipt of Authorization to Proceed.
4. To track, account for and report all in-kind contributions pertaining to this project. Vehicle operation and maintenance, in addition to officer and supervisor salaries/benefits when not in a grant overtime mode, are examples of in-kind contributions.
5. All agencies must submit an Event Report within 10 days of completion of an event. A sample event report is attached and can be done online. If the online reporting system is ever inoperable the attached manual report form must be used.
6. During the CIOT Safety Belt campaign (#9) in May-June, the event report must be filed immediately following the last day of the event activity. No grace period for reporting is allowed for this event.
7. Quarterly Reports are not required for Joining Forces grants. However, an Annual Closeout Summary Report is mandatory within 15 days of the end/termination of the last event of the agency's program. (No later than October 15, 2008)
8. Progress reports should include copies of any reports, documents, press releases, promotional items, and print media coverage related to the grant project.

ENFORCEMENT CRITERIA:

STEP Requirements:

- **Issue a media release describing the planned activity in advance of the effort. MUST BE pre-approved thru OTS-can be accomplished via e-mail.**
- **Base STEP activity on: Number and severity of crashes or violations (speed) during the past 12 months, types of violations leading to crashes, days of the week and times of day that crashes occur, as well as other pertinent data such as types of vehicles involved, driver ages, etc.**
- **Deploy a minimum of 1 officer per site for a minimum of 4 hours. Exceptions to this rule are made for the Teen Safety Belt Demo Project.**
- **A minimum of 2 self-initiated contacts (stops, citations, arrests) per hour per officer are highly encouraged.**
- **Complete a Saturation Patrol/STEP Initiative data report for each event and submit to OTS within 10 days of each enforcement period (see requirement #3 above).**

Saturation Patrol Requirements:

- **Issue a media release describing the planned activity in advance of the effort. MUST BE pre-approved thru OTS-can be accomplished via e-mail.**
- **Base Patrol efforts on: Number of alcohol related crashes during the past 12 months, number of**

alcoholic beverage outlets in the area, day of week and time of day that crashes occur, or other factors related to high visibility strategies.

- Deploy a minimum of 1 officer per site for a minimum of 4 hours. Exceptions to this rule are allowed for the Teen Safety Belt Demo Project.
- A minimum of 2 self-initiated contacts (stops, citations, arrests) per hour per officer are highly encouraged.
- Complete a Saturation Patrol/STEP Initiative data report for each event and submit to OTS within 10 days of each enforcement period (see requirement #3 above).

Checkpoint Requirements:

- Issue a media release describing the planned activity in advance of the effort. **MUST BE** pre-approved thru OTS-can be accomplished via e-mail.
- Conduct sobriety checkpoints in accordance with public law.
- Complete a Checkpoint Data report for each event and submit to OTS within 10 days of the enforcement period (see requirement #3 above).

FUNDING:

- Total funding currently available for your agency: **\$18,793.72**
- **A schedule B (Budget Worksheet) accompanies your Agreement. Your Agency's Schedule B of the agreement is the projected events with budget amounts to be considered and performed contingent upon an Authorization to Proceed. Any changes to this worksheet schedule or budget must be pre-approved through your Program Manager.**
- Funding is approved for Officer/Trooper Overtime and designated OT for specific staff working directly on Joining Forces events. Any exceptions to this must be approved in writing.
- All enforcement events/activities are to be completed during the specific enforcement windows unless prior arrangements are made with the Program Manager. Justifications and requests can be made via email.

CLAIMS:

Claims cannot be processed until the current Event Report has been received, verified and is on file with the Office of Traffic Safety, Program Manager. Claims must be submitted per each event and are due no later than 30 days beyond the completion of the enforcement activity. Claims must match Event Reports in the number of Officers, dates, hours, etc.

EVALUATION:

The Department of Public Safety, Office of Traffic Safety and the Grantee Agency will evaluate and review each Event as they are reported. An agency evaluation summary is to be performed and included with each Event Report. This evaluation will consider the observed statewide safety

belt use rates, alcohol related fatality rates, as well as the enforcement efforts related to speeding and pedestrian concerns. Evaluation of all objectives and scheduled events, cooperation, and Joining Forces efforts with other agencies will be reviewed and considered. Reports should include details and summaries of all activities and efforts, along with co-oped activities involving other agencies.

An on site monitoring review may be conducted with the Program Manager for any Agency receiving \$35,000.00 or more or at the discretion of the Program Manger or Chief of the Office of Traffic Safety.

Important Notes:

1. As a grant applicant, your agency included in-kind contribution funds when preparing the Schedule B (project budget). The grantee is required to report on or substantiate in-kind contributions for all quarterly and annual reports. The Office of Traffic Safety grant analyst assigned to the project can help you with this. Refer to your Grant Administration Manual that accompanied this agreement for more information.
2. When purchasing enforcement equipment (cameras, radar units, etc.), agency should contact State Purchasing to determine the state's contracted price: <http://purchasing.state.nv.us/>
3. Public information and educational (PI&E) materials/promotion items must be approved by OTS prior to purchase. All media activities require prior approval of DPS-OTS and educational material must include the phrase: "Funding provided (in whole or in part) by the Nevada Office of Traffic Safety."
This includes PSA's, any program artwork, key chains, etc.
4. Funds cannot be expended prior to receiving a written Authorization to Proceed from the Department of Public Safety - Office of Traffic Safety.
5. State and local agencies selected for federal funds are subject to federal single line audit requirements. Non-profit agencies are required to provide a copy of **an** audited, financial status report to their OTS grant analyst.

JOINING FORCES
LAW ENFORCEMENT PROGRAM
2008

EVENT/BUDGET WORKSHEET

Agency: Carson City Sheriffs Office

Address: 901 E. Musser Street
Carson City, NV 89701

The Project Director is the Appt. Authority, authorizing this grant.

Project Director: Name Sgt. Mike Cullen Telephone 775 887-2020 ex 5314
E-mail mcullen@ci.carson-city.nv.us Fax 775 887 2359

The Project Manager is the Project Coordinator person who will do the day-to-day coordination of events/activities and submits event reports for this grant.

Project Manager: Name Ofc Jarrod Adams Telephone (775) 887-2020 ex 5314
E-mail jadams@ci.carson-city.nv.us Fax (775) 887-2359

The Fiscal Manager is the person who can be contacted to resolve issues concerning claims submitted for reimbursement.

Fiscal Manager: Name Kathie Heath Telephone 775 887 2020 ex 1100
E-mail KHeath@ci.carson-city.nv.us Fax 775 887-2026

(NOTE : Please asterisk the main contact for this project. This is the person that correspondence will be mailed to.)

SCHEDULE B
Budget Justification:

Event #	JOINING FORCES 2008	AMOUNT BUDGETED
	DATE OF ENFORCEMENT/EVENT TYPE	28-JF-1.02 Award
1	October 20-Nov 4, 07: Teen SB	1,000.00
2	REQUIRED November 16-30 07: SB	600.00
3	December 07: DUI Month	1,000.00
4	January 4-20, 08: Teen SB	2,263.00
5	February 1-16, 08: DUI Superbowl	1,000.00
6	March 5-19, 08: Speed	1,000.00
7	April 08: DUI/Ped Alcohol Awareness Month	1,000.00
8	May 1-15, 08 Teen SB	2,263.00
9	REQUIRED May 19-Jun 1, 08: SB Memorial	1,206.72
10	June 08: DUI/Pedestrian	700.00
11	July 1-15, 08 Independence Day DUI/SPD	680.00
12	REQUIRED Aug 15 -Sept 1, 08: DUI Labor	2,000.00
13	Sept 10-24, 08 Teen SB	2,263.00
14	Special Event Request (Alcohol) Dates TBD	1,818.00
15		
	TOTAL	\$18,793.72

**SCHEDULE C
AGREEMENT OF UNDERSTANDING AND COMPLIANCE**

THIS AGREEMENT made and entered into by and between the STATE OF NEVADA by and through the Office of Traffic Safety, Department of Public Safety, hereinafter referred to as "STATE" and the Governmental unit named in this application, hereinafter referred to as "APPLICANT."

WHEREAS, the NATIONAL HIGHWAY SAFETY ACT OF 1966 (Public Law 89-564) provides Federal funds to the State for approved traffic safety projects, and

WHEREAS, STATE may make said funds available to various state, county, or municipal agencies or governments or political sub-divisions upon application and approval by STATE and the United States Department of Transportation, and

WHEREAS, STATE is obligated to reimburse the United States Department of Transportation out of its funds for any ineligible or unauthorized expenditures for which Federal funds have been claimed and payment received, and

WHEREAS, the APPLICANT must comply with the requirements listed herein, to be eligible for Federal funds in approved traffic safety projects, and

WHEREAS, the APPLICANT has submitted an application for Federal funds for traffic safety projects, and is aware that this agreement is dependent upon availability of funds as appropriated by Congress

NOW THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

I. Reimbursement of Eligible Expenditures

- A. It is mutually agreed and promised that upon written application by APPLICANT and approval by STATE and the United States Department of Transportation, STATE shall obligate said Federal funds to APPLICANT'S account for reimbursement of eligible expenditures as set forth in the application.**
- B. It is mutually agreed and promised that APPLICANT shall reimburse STATE for any ineligible or unauthorized expenditures for which Federal funds have been claimed and payment received as determined by a State or Federal audit.**
- C. It is mutually agreed and promised that where reimbursement is made to APPLICANT in installments, STATE shall have the right to withhold any installments to make up reimbursement received for any ineligible or unauthorized expenditures until such time as the ineligible claim is made up or corrected by APPLICANT.**

- D. It is further agreed that a clear audit trail must be established to determine costs charged against this agreement. Claims with documents to substantiate all costs will be submitted quarterly.

II. Property Agreement

- A. Property purchased through this project which has an anticipated useful life extending beyond one year, is not consumed in use, is not attached permanently as a non-movable fixture and which costs more than \$1,000 will be recorded in the property management file of the agency in accordance with the State Administrative Manual. The Office of Traffic Safety retains the right to inspect and to reclaim custody of any or all of the property described above if, in the opinion of the Office of Traffic Safety, the property is not being used as intended; not being used to the capacity that it could be; or being used in a negligent manner.
- B. It is mutually agreed and promised by the APPLICANT that no property will be conveyed, sold, salvaged, transferred, etc. without the express written approval of the STATE.

III. Records

It is mutually agreed and promised that records of the project, including substantiation for reimbursement, shall be maintained for a period of three years upon reimbursement of final voucher and shall be subject to audit during that period.

IV. Audit Responsibility

All agencies that expend \$500,000 or more in Federal awards in a Federal fiscal year must have a single or program specific audit in compliance with the Single Audit Act of 1984 (Public Law 98-502). Therefore, funding from this traffic safety grant must be included when a Single Audit is performed. It is the responsibility of the applicant agency to insure an accepted copy of this audit is submitted to the Office of Traffic Safety.

V. Reports

The APPLICANT shall submit quarterly reports on the progress of the grant, and shall submit all financial, performance, and other reports required, as a condition of the grant, to the OTS within 30 days after the date of completion of the contract. The final report of each fiscal year will include a narrative summary of the year including the successes and shortcomings, if any, of the project.

VI. Public Information Materials

It is agreed by the APPLICANT prior to production of public information materials proofs, scripts or concept will be submitted for STATE approval. Public information

materials includes, but not limited to, TV and radio public service announcements, billboards, pamphlets/brochures and posters, and other promotional materials.

VII. Copyrights and Patents

Any copyrightable materials produced in the course of a project may be the property of the STATE and APPLICANT AGENCY; however, provisions should be made to obtain for the United States Government, the State Government and its political subdivisions, a royalty-free, nonexclusive and irrevocable license to use in any manner such copyrightable material.

The ownership of all rights accruing from any patentable discoveries or inventions resulting from a project should be covered in the agreement. An irrevocable, non-exclusive, nontransferable, and royalty-free license to practice each discovery or invention in the manufacture, use, and disposition, according to law, of any article or material, and in the use of any method developed as a part of the work under the agreement should be obtained for the United States Government, the State Government and its political subdivisions.

VIII. Minority Business Enterprise Certification

The APPLICANT agrees to ensure that the recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any subcontracts financed in whole or in part with Federal funds.

Recipient will notify the Office of Traffic Safety prior to the announcement or award of any third-party contract.

IX. Certification of Non-Duplication of Grant and Matching Fund Expenditures

The APPLICANT hereby certifies, as a condition of receiving Federal funds under the above-numbered traffic safety project, that:

- A. There are no Federally funded projects currently active or anticipated that would duplicate expenditures for the work to be carried out and reimbursable under this agreement and that;
- B. The non-Federal funds used to match Federal funds obligated under this project are not being used to match any other Federal funds from any source, and that;
- C. Any such duplication of Federal fund expenditures subsequently determined by audit will be subject to recovery by the State of Nevada and the United States Government and that;

D. Any such duplication of non-Federal matching fund expenditures subsequently determined by audit will subject the Federal funds obligated under this project to recovery by the State of Nevada and the United States Government.

X. Drug-free Workplace Act of 1988

The APPLICANT will comply, and all its subcontractors will comply, with the applicable provisions of the Drug-free Workplace Act of 1988 (49CFR part 29 Sub-part F).

XI. Lobbying

No federally appropriated funds have been paid or will be paid, by or on behalf of the APPLICANT, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If such funds other than Federal appropriated funds have been paid or will be paid as above, the APPLICANT shall complete and submit Standard Form-LLL, A Disclosure Form to Report Lobbying, @ in accordance with its instructions.

XII. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:

Instructions for Certification

1. By signing and submitting this Agreement, the APPLICANT is providing the certification set out below.
2. The re-certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The APPLICANT shall provide immediate written notice to the person to which this proposal is submitted if at any time it learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, "debarred," "suspended," "ineligible," "lower tier-covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The APPLICANT agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The APPLICANT further agrees that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below)
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.