

**FINANCIAL ASSISTANCE
FUNDING OPPORTUNITY ANNOUNCEMENT**



**U.S. Department of Interior
National Park Service**

**Service and Conservation Corps Program
Funding Opportunity Announcement Number:
NPS-09WASO-00001
Announcement Type: Initial
CFDA Number 15.931**

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**NATIONAL PARK SERVICE
SERVICE AND CONSERVATION CORPS PROGRAM**

CFDA NUMBER 15.931

CFDA TITLE: Conservation Activities by Youth Service Organizations

SECTION I: FUNDING OPPORTUNITY DESCRIPTION

A. Legislative Authority

16 U.S.C. 1g authorizes the National Park Service (NPS) to enter into cooperative agreements that involve the transfer of NPS appropriated funds to nonprofit organizations for the public purpose of carrying out NPS programs.

16 U.S.C. 1f Challenge Cost Share Authority, authorizes the NPS to enter into agreements with cooperators for the purpose of sharing costs or services in carrying out authorized functions and responsibilities of the Secretary with respect to any unit or program of the national park system, any affiliated area or any designated National Scenic or Historic Trail. This authority allows the agency to negotiate and enter into cooperative agreements with any State or local Government, organization, institution, individual or other entity. A cooperative agreement may be utilized if there is substantial involvement in the project on the part of the NPS.

16 U.S.C. 1723 (c) Public Land Corps, authorizes the Secretary to enter into contracts and cooperative agreements with any qualified youth or conservation corps to perform appropriate conservation projects.

B. Project Background Information

The NPS is a bureau of the U.S. Department of the Interior was founded in 1916 and manages 391 units of the National Park System. The NPS also helps to administer dozens of affiliated sites, the National Register of Historic Places, National Heritage Areas, National Wild and Scenic Rivers, National Historic Landmarks and National Trails.

On August 25, 1916, President Woodrow Wilson signed the act creating the National Park Service. The "Organic Act" states the fundamental purpose of the NPS "is to conserve the scenery and the natural and historic objects and the wild life therein and to provide for the enjoyment of the same in such manner and by such means as will leave them unimpaired for the enjoyment of future generations."

The National Park System is comprised of 391 areas called "units" covering more than 84 million acres. These units include 58 National Parks, 24 battlefields or military parks, 4 lakeshores, 10 seashores, 18 preserves, 2 reserves, 4 parkways, 122 historical parks or sites, 74 monuments, and 18 recreation areas.

Yellowstone National Park was established by Congress as the nation's (and the world's) first national park on March 1, 1872. Wrangell-St. Elias National Park and Preserve is the largest unit with 13.2 million acres. The smallest unit is the Thaddeus Kosciuszko National Memorial at 0.02 acres.

The budget for fiscal year 2008 is \$2.75 billion. Parks generate 246,000 jobs for local economics and provide \$12 billion in economic impacts each year.

The National Park Service maintains 874 visitor centers and contract stations. In 2006, more than 125 million people attended over 616,000 special events and ranger programs in parks. 400,000 young visitors participated in the “Junior Ranger” program.

President George Bush’s charge to the NPS, issued during its 90th anniversary in 2006, calls for all Americans to work together to prepare the national parks for another century of conservation, preservation, and enjoyment. Performance goals were established for environmental leadership, education, recreational experience, stewardship, and professional excellence. For FY 2008, President Bush proposed the largest operating budget in NPS history and launched the \$3 billion National Park Centennial Initiative to provide the resources needed to meet these goals.

The NPS has many facilities and natural resources that are in disrepair or are in a degraded condition. There is a need for labor-intensive rehabilitation, restoration, and enhancement work, which cannot be carried out by NPS at existing personnel levels. Additionally, the NPS is committed to providing educational and work opportunities to young people so that they can gain a better understanding and appreciation of the NPS natural and cultural resources. It also has been established historically that through partnership agreements between non-profit organization and the Service that these facilities and natural resources can be restored and maintained in an cost effective and efficient manner.

C. Project Objectives

1. Develop a program involving cooperative efforts in cultural and natural resource conservation related to projects such as trail development and maintenance, historic, cultural, forest and timber management, minor construction work, archeological conservation, and native plant habitat restoration and rehabilitation.
2. Promote and stimulate public purposes such as education, job training, development of responsible citizenship, productive community involvement, and furthering the understanding and appreciation of natural and cultural resources through the involvement of youth and young adults in care and enhancement of public resources.
3. Continue the longstanding efforts of the NPS to provide opportunities for public service, youth employment, minority youth development and training, and participation of young adults in accomplishing conservation-related work.

D. Joint (NPS and Partner Organization) Program Objectives

1. Design and implement conservation related projects.
2. Provide educational programs to the young people working on the conservation related projects at NPS sites.

3. Create a cooperative partnership to maximize the benefits from the projects accomplished by NPS and the partner organizations.
4. Complete all projects in a cost-effective and efficient manner.

E. Term of the Agreement

This agreement shall be effective on the date of final signature. This agreement shall expire **five** years from the effective date, unless terminated earlier in accordance with OMB Circular A-110 and 43 CFR 12.

Prior to the expiration of this agreement, modifications may be proposed by either party and will become effective upon written approval of both parties.

Each activity or project under this agreement will be treated individually, with more detail through project statements, project plans and budgets developed cooperatively between the NPS and the partner organization.

Projects will be funded by issuance of task agreements placed against the (NPS/partner) master cooperative agreement. Each task agreement will identify the amount of funding provided by the NPS and the account number the funds will be drawn from.

SECTION II: AWARD INFORMATION

NPS anticipates awarding cooperative agreements under this program announcement. The NPS will be substantially involved in directing the work performed under the resulting award. The level of involvement will be negotiated with each Recipient prior to award of individual task agreement. Substantial involvement consists of collaboration in the project. As part of its standard project management responsibilities, NPS will also conduct periodic reviews and ongoing evaluation of key performance parameters.

A. Expected Number of Awards

NPS anticipates making 20 awards under this announcement.

B. Estimated Total Program Funding (annual)

Subject to annual Congressional Appropriations, estimated funding is approximately \$20,000,000.00 per year. The actual level of funding is dependent upon the appropriations allocated for this program.

C. Award Ceiling (annual) \$12,000,000.00

D. Assistance Instrument Cooperative Agreement (5-year)

SECTION III: ELIGIBILITY INFORMATION

A. Eligible Applicants

A qualified service and conservation corps means any program established by a State, or local government, by the governing body of any Indian tribe, or by a nonprofit organization that:

1. Is capable of offering meaningful, full time, productive work for individuals between the ages of 15 and 25, inclusive, in a natural or cultural resource setting.
2. Gives participants a mix of work experience, basic life skills, education, training, and support services.
3. Provides participants with the opportunity to develop citizenship values and skills through service to their community and the United States.
4. Organizations that are interested in developing conservation projects in more than one NPS region. Below are the NPS regions:

Alaska Region

Alaska

Intermountain Region

Montana, Wyoming, Colorado, New Mexico, Texas, Utah, Arizona, Oklahoma

Midwest Region

North Dakota, South Dakota, Nebraska, Kansas, Minnesota, Iowa, Missouri, Arkansas, Wisconsin, Illinois, Indiana, Michigan, Ohio

National Capital Region

Washington DC Metro area

Northeast Region

Maine, New Hampshire, Vermont, New York, New Jersey, Massachusetts, Rhode Island, Connecticut, Pennsylvania, Delaware, Maryland, West Virginia, Virginia

Pacific West Region

Washington, Oregon, Idaho, Nevada, California, American Samoa, Guam, Hawaii

Southeast Region

Kentucky, North Carolina, South Carolina, Georgia, Florida, Alabama, Mississippi, Louisiana, Tennessee, Puerto Rico, U.S. Virgin Islands

B. Cost-Sharing or Matching Requirement

1. Partner organizations are required to contribute 25 percent cost matching of the costs for appropriate conservation projects authorized under the National and Community Service Trust Act of 1993, H.R. 2328 and the Public Lands Corps Healthy Forests Restoration Act of 2005 (P.L. 109-154). These projects are commonly referred to as Public Lands Corps (PLC) projects.

2. The 25 percent cost matching of costs of PLC projects must be provided from non-federal sources in the form of funds, services, facilities, materials, equipment, or any combination of the foregoing.
3. **No cost sharing** is required for conservation projects other than PLC projects unless specifically required in the task agreement.

C. Other

Participants on Public Lands Corps projects must be U.S. citizens.

Section IV: APPLICATION AND SUBMISSION INFORMATION

A. Address to Request Application Package

Application forms and instructions are available at Grants.gov. To access these materials, go to <http://www.grants.gov>, select “**Apply for Grants**”, and then select “**Download Application Package**”. Enter the **CFDA and/or the Funding Opportunity Number** located on the cover of this announcement and then follow the prompts to download the application package.

B. Contents and Form of Application Submission

You must complete the mandatory forms and any applicable optional forms, in accordance with the instructions on the forms and the additional instructions below, as required by this Funding Opportunity Announcement (FOA). **Do not include any proprietary or personally identifiable information as defined in Appendix B.**

Standard Form 424 (SF 424) - Application for Federal Assistance

Complete this form first to populate data in other forms. Complete all required fields in accordance with the pop-up instructions on the form. **To activate the instructions, turn on the “Help Mode” (Icon with the pointer and question mark at the top of the form.)**

In Block 15, “Descriptive Title of Applicant’s Project”, also indicate the Topic and Focus area(s) to which you are applying. (For a hard copy of the SF 424 application form, go to the link listed below. Click on SF 424 family).

<https://apply07.grants.gov/apply/FormsMenu?source=agency>

Standard Form 424A (SF 424A) - Budget Information

You must provide an estimated cumulative budget for the total project (See Appendix E for a sample cumulative budget and a copy of the SF 424A form). A detailed budget will be required per individual task agreement. (For a hard copy of the SF 424A Budget form, go to the link listed below. Click on SF 424 family).

<https://apply07.grants.gov/apply/FormsMenu?source=agency>

Form 2010 (DI-2010) – Assurances

Dept. of Interior Form 2010 Certifications Regarding Debarment, Suspension and other Responsibility Matters, Drug-free workplace Requirements and Lobbying must be submitted with the application (see Appendix D for a copy of form DI-2010).

Indirect Charges

Most states, Universities and larger non-profits have a negotiated indirect cost rate with Federal Government. This agreement must be submitted with any proposed project. Smaller organizations may not have an agreement with the Federal Government. In these cases, the indirect cost rate must be accompanied by a determination from an independent auditing firm. This determination will include the indirect cost rate, the calculations of the indirect cost rate including the base and indirect costs pools and the associated dollar figures for both. Proposals that fail to document their indirect costs will have those costs disallowed.

Proposal Submission Format

The proposal is a narrative description that should specifically address each of the review criteria (see Section V). The proposal text must be no longer than 10 pages, no smaller than font size 11, and have 1-inch margins. The 10 page limit includes all text, figures, references, and resumes (the statement of indirect charges is **not** included in the 10 page limit). Additionally, only information that is pertinent to the proposal should be included.

C. Submission From Successful Applicants

If selected for award, NPS reserves the right to request additional or clarifying information for any reason deemed necessary, including, but not limited to:

- Other budget information
- Name and phone number of the Designated Responsible Employee for complying with national policies prohibiting discrimination (See 10 CFR 1040.5)

D. Submission Dates and Times

Applicants are held responsible for their proposals being submitted to the National Park Service. Applications must be received by **03/10/2009, 5:00 PM (MST)**. You are encouraged to transmit your application well before the deadline. **APPLICATIONS RECEIVED AFTER THE DEADLINE WILL NOT BE REVIEWED OR CONSIDERED FOR AWARD.** If it is determined that a proposal will not be considered due to lateness, the applicant will be notified. **Application preparation time may take several weeks. Please start the application process as soon as possible.**

WHERE TO SUBMIT

APPLICATIONS MUST BE SUBMITTED TO THE NATIONAL PARK SERVICE BY THE DUE DATE, BY MAIL, FEDEX, UPS, ETC., TO THE FOLLOWING ADDRESS:

NOTE: for FEDEX, UPS, and any other delivery service, use the Suite number. Do not use the Box number in the address. These services will not deliver to a Box

National Park Service
Washington Contracting Office
7333 W. Jefferson Avenue
Suite 100
Denver, CO 80235
Attn: Elizabeth Walden
Funding Opportunity Announcement – NPS-09WASO-00001

E. Intergovernmental Review

This funding opportunity is **not** subject to Executive Order (EO) 12372 “Intergovernmental Review of Federal Programs.” Applicants subject to EO 12372 must contact their State’s Single Point of Contact (SPOC) to find out about and comply with the State’s process. The names and addresses of the SPOC’s are listed in the OMB’s home page at:

<http://www.whitehouse.gov/omb/grants/spoc.html>

F. Submission and Registration Requirements

1. Registration Process Requirements

There are several one-time actions you **must** complete in order to submit an application with the Federal Government. Each applicant must register with the Central Contractor Registry (CCR). You are required to have a DUNS number (Dun and Bradstreet Data Universal Numbering System) in order to register with CCR. Use the Grants.gov Organization Registration Checklist to guide you through this process at:

<http://www.grants.gov/section3/OrganizationRegCheck.pdf>

Follow steps 1 and 2 **only** since you will be mailing in the application and not submitting the application through Grants.gov.

IMPORTANT: During the CCR registration process, you will be asked to designate an EBusiness Point of Contact (EBIZ POC). The EBIZ POC must obtain a special password called “Marketing Partner identification Number” (MPIN). Applicants, who are not registered with CCR, should allow at least **21** days to complete these requirements.

2. Questions

SECTION VIII of this announcement explains how to submit other questions to the Department of Interior (), relative to the content and requirements of this announcement.

G. Award Documents

Projects will be funded by issuance of task agreements placed against the (NPS/partner) master cooperative agreement. Each task agreement will identify the amount of funding provided by the NPS, provide a detailed Statement of Work (SOW) for the project, project plan, and project budget.

A task agreement issued by the NPS and signed by the NPS Contracting Officer obligates NPS funds. Notification of a successful proposal does not constitute authority to incur costs. Costs incurred prior to receipt of a signed cooperative and subsequent task agreement may not be reimbursed. Once the cooperative agreement and subsequent task agreement for a successful proposal has been signed by the NPS Contracting Officer, the recipient may incur costs as specified in the approved budget submittal.

H. Funding Restrictions

Funding. All funding is contingent upon the availability of funds

Cost Principles. Costs must be allowable in accordance with the applicable Federal cost principles referenced in 2 CFR Part 230 (OMB circular A-122 – “Cost Principles for Non-Profit Organizations”).

Pre-award Costs. Pre-award costs will **not** be reimbursed for any Task Agreements under any awards concluded from this Funding Opportunity Announcement.

Section V: Application Review Information

A. REVIEW CRITERIA

Each applicant is required to provide a detailed narrative of the following criteria elements

- 1. Past Performance** **Weight: 25%**
 - Past conservation work projects (minimum of five projects)
 - List reference information
- 2. Qualifications** **Weight: 25%**
 - Experience and qualifications that are appropriate for achieving the stated objectives
- 3. Technical Approach** **Weight: 25%**
 - Techniques, procedures and methodologies used to develop a typical work plan for a conservation project.
 - Procedures for evaluating project efficacy
 - Quality and cost control procedures and methods
 - Risk and safety management
- 4. Training and Education** **Weight: 25%**
 - Participant recruitment, application and orientation process

- Workforce demographics
- Vocational skill development

Criteria Information

1. The applicant is able to provide a 25 percent cost matching of costs of PLC projects and these matching funds are acceptable.
2. Priority will be given to those applicants with appropriate qualifications and experience to meet project goals and objectives. Past performance of applicants will be considered.

B. REVIEW AND SELECTION PROCESS

Proposals will be reviewed by NPS personnel. All proposals for funding will be considered using the criteria outlined above. A summary of the review panel comments may be provided to the applicant if requested.

1. Merit Review

A three-person National Park Service team will review each application. Each criteria element will be scored on a 0-4 point scale:

4: superior	(100 % of weighted average)
3: good	(75 % of weighted average)
2: satisfactory	(50 % of weighted average)
1: acceptable	(25 % of weighted average)
0: not qualified	(No score)

2. Selection

The Selection Official may consider the merit review recommendation, program policy factors, and the amount of funds available.

3. Discussions and Award

The Government may enter into discussions with a selected applicant for any reason deemed necessary, including, but not limited to: (1) only a portion of the application is selected for award; (2) the Government needs additional information to determine that the recipient is capable of complying with the requirements of DOI Financial Assistance Regulations and/or (3) special terms and conditions are required. Failure to resolve satisfactorily the issues identified by the Government will preclude award to the applicant.

Section VI: Award Administration Information

A. Award Notices

If the applicant's proposal is selected for award, a cooperative agreement will be sent for signature. Work cannot begin before the recipient receives a fully executed copy of the cooperative agreement and subsequent task agreements.

Notice of Selection

NPS will notify applicants selected for award. This notice of selection is not an authorization to begin performance. (See Part IV. H with respect to the allowability of pre-award costs.)

Organizations whose applications have not been selected will be advised as promptly as possible. This notice will explain why the application was not selected.

B. Administrative and National Policy Requirements

1. Office of Management and Budget (OMB) Circulars

By accepting Federal financial assistance, your organization agrees to abide by the applicable OMB circulars and federal regulations in the expenditure of federal funds and performance under this program. <http://www.whitehouse.gov/omb/circulars>

2 CFR Part 215 (OMB Circular A-110) "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations."

2 CFR Part 220 (OMB Circular A-21) "Cost Principles for Educational Institutions."

2 CFR Part 225 (OMB Circular A-87) "Cost Principles for State, Local and Indian Tribal Governments."

2 CFR Part 230 (OMB Circular A-122) "Cost Principles for Non-Profit Organizations."

OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

43 CFR Part 12, Subpart E, "Buy American Requirements for Assistance Programs." FAR Clause 52.203-12, Paragraphs (a) and (b), "Limitation on Payments to Influence Certain Federal Transactions."

2. Standard Award Terms and Conditions

This agreement incorporates the Standard Award Terms and Conditions found at the following Dept. of Interior website as if they were given here:

<http://www.gov/pam/TermsandConditions.html>

Acceptance of a Federal Financial Assistance award from the Department of the Interior carries with it the responsibility to be aware of and comply with the terms and conditions of award. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means. Awards are based on the application submitted to, and as approved by and are subject to the terms and conditions incorporated either directly or by reference in the following:

- Program legislation/regulation.
- Special terms and conditions.
- Code of Federal Regulations/Regulatory Requirements, as applicable (Contact your program officer with any questions regarding the applicability of the following):

[2 CFR Part 175 Trafficking Victims Protection Act of 2000](#)

[43 CFR 12\(A\) Administrative and Audit Requirements and Cost Principles for Assistance Programs](#)

[43 CFR 12\(E\) Buy American Requirements for Assistance Programs](#)

[43 CFR 12\(C\) Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local](#)

[43 CFR 12\(F\) Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, other Non-Profit and Commercial Organizations](#)

[43 CFR 43 Government-wide Requirements for a Drug-Free Workplace](#)

[43 CFR 42 Government-wide Debarment and Suspension \(Non-procurement\)](#)

[43 CFR 18 New Restrictions on Lobbying](#)

3. Endorsements

Recipient shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies governmental, Departmental, bureau, or government employee endorsement of a product, service, or position which the recipient represents. No release of information relating to this award may state or imply that the Government approves of the recipient's work products, or considers the recipient's work product to be superior to other products.

All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer: "The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government."

Recipients must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or

any bureau or employee (by name or title). The specific text, layout photographs, etc. of the proposed release must be submitted with the request for approval. A recipient further agrees to include this provision in a sub-award to and sub-recipient, except for a sub-award to a State government, a local government, or to a federally recognized Indian tribal government.

4. Special Terms and Conditions

- a. Order of Precedence. Any inconsistency in the agreement shall be resolved by giving precedence in the following order: (a) Any national policy requirements and administrative management standards; (b) 43 CFR Part 12; (c) requirements of the applicable OMB Circulars and Treasury regulations; (d) special terms and conditions; and (e) all agreement sections, documents, exhibits, and attachments; (f) and the recipient's project proposal.
- b. Modifications. The agreement may be modified by written agreement signed by both the recipient's Authorized Representative and the NPS Contracting Officer. Administrative changes (i.e. Contracting Officer name change, etc.) which do not change the statement of work, agreement amount, etc. or otherwise affect the recipient may be signed unilaterally by the Contracting Officer. Additionally, a unilateral modification may be utilized if it should become necessary to suspend or terminate the agreement in accordance with 43 CFR, Subpart C, Section 12.83 for State, Local and Indian Tribal Governments or Subpart F, Section 12.961 for institutions of higher education, hospitals, other non-profit and all other organizations.

All other changes shall be made by means of a bilateral modification to the agreement. No oral statement made by any person, or written statement by any person other than the NPS Contracting Officer shall be allowed in any manner or degree to modify or otherwise effect the terms of the agreement.

All requests for modification of the agreement shall be made in writing, provide a full description of the reason for the request and be sent to the attention of the NPS Contracting Officer. Any request for project extension shall be made at least 30 days prior to the expiration date of the agreement or the expiration date of any extension period that may have been previously granted. Any determination to extend the period of performance or to provide follow-on funding for continuation is solely at the discretion of the NPS.

5. Payments

Requests for Reimbursement and Advance of Funds (SF-270) will be submitted to the NPS Contracting Officer. Payment will be made no more frequently than monthly and will be paid by Electronic Funds Transfer directly into the recipient's account.

In order to ensure proper payment, it is recommended that [cooperator] register with the Central Contractor Registration (CCR), accessed at <http://www.ccr.gov>. Failure to

register can impact payments under this Agreement and/or any other financial assistance or procurements documents [cooperator] may have with the federal government.

6. Liability

The recipient agrees:

- a. To indemnify, save and hold harmless, and defend the United States against all fines, claims, damages, losses, judgments, and expenses arising out of, or from, any act or omission of the City, its officers, employees, or (members, participants, agents, representatives, agents as appropriate) arising out of or in any way connected to activities authorized pursuant to this Agreement. This obligation shall survive the termination of this Agreement.
- b. To purchase public and employee's liability insurance at its own expense from a responsible company or companies with a minimum limitation of One Million Dollars (\$1,000,000) per person for any one claim, and an aggregate limitation of Three Million Dollars (\$3,000,000) for any number of claims arising from any one incident. The policies shall name the United States as an additional insured, shall specify that the insured shall have no right of subrogation against the United States for payments of any premiums or deductibles due thereunder, and shall specify that the insurance shall be assumed by, be for the account of, and be at the insured's sole risk. Prior to beginning the work authorized herein, the recipient shall provide the NPS with confirmation of such insurance coverage.
- c. To pay the United States the full value for all damage to the lands or other property of the United States caused by the recipient, its officers, employees, or representatives [as in Paragraph 1].
- d. To provide workers' compensation protection to recipient officers, employees, and representatives.
- e. To cooperate with the NPS in the investigation and defense of any claims that may be filed with the NPS arising out of the activities of the recipient, its agents, and employees.
- f. In the event of damage to or destruction of the buildings and facilities assigned for the use of the recipient in whole or in part by any cause whatsoever, nothing herein contained shall be deemed to require the NPS to replace or repair the buildings or facilities. If the NPS determines in writing, after consultation with the recipient, that damage to the buildings or portions thereof renders such buildings unsuitable for continued use by the recipient, the NPS shall assume sole control over such buildings or portions thereof. If the buildings or facilities rendered unsuitable for use are essential for conducting operations authorized under this Agreement, then failure to

substitute and assign other facilities acceptable to recipient will constitute termination of this Agreement by the NPS.

C. Reporting

Financial Status Reports

Report of expenditures is required as documentation of the financial status of awards according to the official accounting records of the recipient's organization. The financial information will be reported by completing and submitting the Federal Financial Report (FFR). Reports may be required quarterly and/or semi-annually. The reporting requirements will be determined by the Contracting Officer and defined in the individual Task Agreements.

Reports shall be submitted no more than 30 calendar days after the end of the reporting period. The final FFR is no more than 90 calendar days after the end date of the agreement. The recipient shall submit a completed original Federal Financial Report (FFR).

The FFR can be downloaded at:

http://www.whitehouse.gov/omb/grants/standard_forms/ffr.pdf

The NPS Contracting Officer will review the report for patterns of cash expenditures and assess whether performance or financial management problems exist. Before submitting the FFR to the NPS Contracting Officer, recipients must ensure that the information submitted is accurate, complete, and consistent with the recipient's accounting system. The recipient's Authorized Certifying Official's signature on the FFR certifies that the information in the FFR is correct and complete and that all outlays and obligations are for the purposes set forth in the agreement documents, and represents a claim to the Federal government. Filing a false claim may result in the imposition of civil or criminal penalties.

Each partner organization must submit an end of the year report to the NPS Service-wide Youth Program Manager detailing project activity and participant profile information.

Performance Reports

Recipients shall submit an annual performance report to the NPS Contracting Officer and the Agreement Technical Representative at the end of each year of the agreement detailing project activity and participant profile information.

Non-Compliance

Failure to comply with the reporting requirements contained in this agreement may be considered a material non-compliance with the terms and conditions of the award. Non-compliance may result in withholding of future payments, suspension or termination of the agreement, recovery of funds paid under the agreement, and the withholding of future awards.

Section VII: Agency Contacts

George McDonald
Program Manager, Youth Programs
1201 I Street NW 11th Floor
Washington DC 20005
Telephone: 202-513-7146
E-mail: george_mcdonald@nps.gov

Section VIII: Questions

A. Questions

Questions regarding the content of the announcement must be submitted by e-mail to:
Beth Walden - Contracting Officer

beth_walden@nps.gov

Section IX: Other Information

A. Modification or Changes to the Announcement

Notices of any modifications to this announcement will be posted on Grants.gov. You can receive an email when a modification or an announcement message is posted. When you download the application at Grants.gov; you can also register to receive notifications of changes through Grants.gov.

B. Government Right to Reject or Negotiate

NPS reserves the right, without qualification, to reject any or all applications received in response to this announcement and to select any application, in whole or in part, as a basis for negotiation and/or award.

C. Evaluation and Administration by Non-Federal Personnel

In conducting the merit review evaluation, the Government may seek the advice of qualified non-Federal personnel as reviewers. The Government may also use non-Federal personnel to conduct routine, nondiscretionary administrative activities. The applicant, by submitting its application, consents to the use of non-Federal reviewers/administrators. Non-Federal reviewers must sign conflict of interest and non-disclosure agreements prior to reviewing an application. Non-Federal personnel conducting administrative activities must sign a nondisclosure agreement.

D. Notice of Right to Conduct a Review of Financial Capability

NPS reserves the right to conduct an independent third party review of financial capability for applicants that are selected for negotiation of award (including personal credit

information of principal(s) of a small business if there is insufficient information to determine financial capability of the organization).

E. Notice of Potential Disclosure Under Freedom of Information Act

Applicants should be advised that identifying information regarding all applicants, including applicant names and/or points of contact, may be subject to public disclosure under the Freedom of Information Act, whether or not such applicants are selected for negotiation of award.

REFERENCE MATERIAL

Appendix A Definitions

"Applicant" means the legal entity or individual signing the Application. This entity or individual may be one organization or a single entity representing a group of organizations (such as a Consortium) that has chosen to submit a single Application in response to a Funding Opportunity Announcement.

"Application" means the documentation submitted in response to a Funding Opportunity Announcement.

"Authorized Organization Representative (AOR)" is the person with assigned privileges who is authorized to submit grant applications through Grants.gov on behalf of an organization. The privileges are assigned by the organization's E-Business Point of Contact designated in the CCR.

"Award" means the written documentation executed by a NPS Contracting Officer, after an Applicant is selected, which contains the negotiated terms and conditions for providing Financial Assistance to the Applicant. A Financial Assistance Award may be either a Grant or a Cooperative Agreement.

"Budget" means the cost expenditure plan submitted in the Application, including both the contribution and the Applicant Cost Share.

"Consortium (plural consortia)" means the group of organizations or individuals that have chosen to submit a single Application in response to a Funding Opportunity Announcement.

"Contracting Officer" means the NPS official authorized to execute Awards on behalf of NPS and who is responsible for the business management and non-program aspects of the Financial Assistance process.

"Cooperative Agreement" means a Financial Assistance instrument used by NPS to transfer money or property when the principal purpose of the transaction is to accomplish a public purpose of support or stimulation authorized by Federal statute, and Substantial Involvement (see definition below) is anticipated between NPS and the Applicant during the performance of the contemplated activity.

"Cost Matching" means the non-federal share calculated as a percentage of the NPS contribution (federal funds only), rather than the Total Project Cost.

"Cost Sharing" means the respective share of Total Project Costs to be contributed by the Applicant and by NPS. The percentage of Applicant Cost Share is to be applied to the Total Project Cost (i.e., the sum of Applicant plus NPS Cost Shares) rather than to the NPS contribution alone.

"Central Contractor Registry (CCR)" is the primary database which collects, validates, stores and disseminates data in support of agency missions. Funding Opportunity Announcements which require application submission through Grants.gov require that the organization first be registered in the CCR at <http://www.grants.gov/CCRRegister>.

“Credential Provider” is an organization that validates the electronic identity of an individual through electronic credentials, PINS, and passwords for Grants.gov. Funding Opportunity Announcements which require application submission through Grants.gov require that the individual applying on behalf of an organization first be registered with the Credential Provider at <https://apply.grants.gov/OrcRegister>.

“Data Universal Numbering System (DUNS) Number” is a unique nine-character identification number issued by Dun and Bradstreet (D&B). Organizations must have a DUNS number prior to registering in the CCR. Call 1-866-705-5711 to receive one free of charge. http://www.grants.gov/applicants/request_duns_number.jsp

“E-Business Point of Contact (POC)” is the individual who is designated as the Electronic Business Point of Contact in the CCR registration. This person is the sole authority of the organization with the capability of designating or revoking an individual’s ability to submit grant applications on behalf of their organization through Grants.gov.

“E-Find” is a Grants.gov webpage where you can search for Federal Funding Opportunities in FedGrants <http://www.grants.gov/search/searchHome.do>

“Financial Assistance” means the transfer of money or property to an Applicant or Participant to accomplish a public purpose of support authorized by Federal statute through Grants or Cooperative Agreements and sub-awards. For NPS, it NPSs not include direct loans, loan guarantees, price guarantees, purchase agreements, Cooperative Research and Development Agreements (CRADAs), or any other type of financial incentive instrument.

“Funding Opportunity Announcement (FOA)” is a publicly available document by which a Federal agency makes known its intentions to award discretionary grants or cooperative agreements, usually as a result of competition for funds. Funding opportunity announcements may be known as program announcements, notices of funding availability, solicitations, or other names depending on the agency and type of program.

“Grant” means a Financial Assistance instrument used by NPS to transfer money or property when the principal purpose of the transaction is to accomplish a public purpose of support or stimulation authorized by Federal statute, and no Substantial Involvement is anticipated between NPS and the Applicant during the performance of the contemplated activity.

“Grants.gov” is the “storefront” web portal which allows organizations to electronically find and apply for competitive grant opportunities from all Federal grant-making agencies. Grants.gov is THE single access point for over 900 grant programs offered by the 26 Federal grant-making agencies. <http://www.grants.gov>

“Key Personnel” mean the individuals who will have significant roles in planning and implementing the proposed Project on the part of the Applicant and Participants.

“Marketing Partner Identification Number (MPIN)” is a very important password designated by your organization when registering in CCR. The E-Business Point of Contact will need the MPIN to login to Grants.gov to assign privileges to the individual(s) authorized to submit applications on

behalf of your organization. The MPIN must have 9 digits containing at least one alpha character (must be in capital letters) and one number (no spaces or special characters permitted).

“Modification” means a revision to a Funding Opportunity Announcement.

"Participant" for purposes of this Funding Opportunity Announcement only, means any entity, except the Applicant substantially involved in a Consortium, or other business arrangement (including all parties to the Application at any tier), responding to the Funding Opportunity Announcement.

"Project" means the set of activities described in an Application, State plan, or other document that is approved by NPS for Financial Assistance (whether such Financial Assistance represents all or only a portion of the support necessary to carry out those activities).

“Proposal” is the term used for the documentation submitted in response to a Funding Opportunity Announcement. Also see Application.

“Recipient” means the organization, individual, or other entity that receives a Financial Assistance Award from NPS, is financially accountable for the use of any NPS funds or property provided for the performance of the Project, and is legally responsible for carrying out the terms and condition of the award.

"Selection" means the determination by the NPS Selection Official that negotiations take place or certain Projects with the intent of awarding a Financial Assistance instrument.

"Selection Official" means the NPS official designated to select Applications for negotiation toward Award under a subject Funding Opportunity Announcement.

"Substantial Involvement" means significant involvement on the part of the Government. NPS's involvement may include shared responsibility for the performance of the Project; providing technical assistance or guidance which the Applicant is to follow; and the right to intervene in the conduct or performance of the Project. Such involvement will be negotiated with each Applicant prior to signing any agreement.

"Total Project Cost" means all the funds to complete the effort proposed by the Applicant, including NPS funds plus all other funds that will be committed by the Applicant as Cost Sharing.

Appendix B – Personally Identifiable Information

In responding to this Announcement, Applicants must ensure that Protected Personally Identifiable Information (PII) is not included in the following documents: Project Abstract, Project Narrative, Biographical Sketches, Budget or Budget Justification. These documents will be used by the Merit Review Committee in the review process to evaluate each application. PII is defined by the Office of Management and Budget (OMB) as:

Any information about an individual maintained by an agency, including but not limited to, education, financial transactions, medical history, and criminal or employment history and information that can be used to distinguish or trace an individual's identity, such as their name, social security number, date and place of birth, mother's maiden name, biometric records, etc., including any other personal information that is linked or linkable to an individual. This definition of PII can be further defined as: (1) Public PII and (2) Protected PII.

1. **Public PII:** PII found in public sources such as telephone books, public websites, business cards, university listing, etc. Public PII includes first and last name, address, work telephone number, email address, home telephone number, and general education credentials.
2. **Protected PII:** PII that requires enhanced protection. This information includes data that if compromised could cause harm to an individual such as identity theft.

Listed below are examples of Protected PII that Applicants must not include in the files listed above to be evaluated by the Merit Review Committee.

- Social Security Numbers in any form
- Place of Birth associated with an individual
- Date of Birth associated with an individual
- Mother's maiden name associated with an individual
- Biometric record associated with an individual
- Fingerprint
- Iris scan
- DNA
- Medical history information associated with an individual
- Medical conditions, including history of disease
- Metric information, e.g. weight, height, blood pressure
- Criminal history associated with an individual
- Employment history and other employment information associated with an individual
- Ratings
- Disciplinary actions
- Performance elements, standards, or work expectations are PII when they are so intertwined with performance appraisals that their disclosure would reveal an individual's performance appraisal
- Financial information associated with an individual
- Credit card numbers
- Bank account numbers
- Security clearance history or related information (not including actual clearances held)

Listed below are examples of Public PII that Applicants may include in the files listed above to be evaluated by the Merit Review Committee:

- Phone numbers (work, home, cell)
- Street addresses (work and personal)
- Email addresses (work and personal)
- Digital pictures
- Birthday cards
- Birthday emails
- Medical information pertaining to work status (i.e. individual A is out sick today)
- Medical information included in a health or safety report
- Employment information that is not PII even when associated with a name
- Resumes, unless they include a Social Security Number
- Present and past position titles and occupational series
- Present and past grades
- Present and past annual salary rates (including performance awards or bonuses, incentive awards, merit pay amount, Meritorious or Distinguished Executive Ranks, and allowances and differentials)
- Present and past duty stations and organization of assignment (includes room and phone numbers, organization designations, work email address, or other identifying information regarding buildings, room numbers, or places of employment)
- Position descriptions, identification of job elements, and those performance standards (but not actual performance appraisals) that the release of which would not interfere with law enforcement programs or severely inhibit agency effectiveness
- Security clearances held
- Written biographies (e.g. to be used in a program describing a speaker)
- Academic credentials
- Schools attended
- Major or area of study
- Personal information stored by individuals about themselves on their assigned workstation or laptop unless it contains a Social Security Number

Appendix C – Cost Share/Matching Information

Cost Sharing/Matching NPS Financial Assistance Awards

The requirement for cost sharing/matching included in Funding Opportunity Announcements (FOAs) issued competitively by the National Park Service (NPS) is either statutory, programmatic, or both. Certain federal statutes require a minimum cost share requirement, by either type of activities funded or by Program. This is known as statutory cost share. Research and development (R&D) activities (other than R&D activities related to basic science) require Recipients (those receiving the financial assistance awards from NPS) to cost share at a minimum of 25% of total project costs.

Demonstration and Commercial Application projects require Recipients to cost share at a minimum of 50% of total project costs. The Program may, at its discretion, require a greater level of cost share than the statutory minimum, or require cost share when there is no minimum requirement, as it determines appropriate. This is called programmatic cost share.

The program for this Funding Opportunity announcement has chosen to apply the statutory Cost Matching requirements. Cost matching requirements is defined in Section III, Part B of this Funding Opportunity Announcement.

Cost Sharing or Cost Matching

The terms “cost sharing” and “cost matching” are often used synonymously. Even the DOI Financial Assistance Regulations, 43 CFR Part 31, use both of the terms in the titles specific to regulations applicable to cost sharing. NPS almost always uses the term “cost sharing,” as it conveys the concept that **non-federal share is calculated as a percentage of the Total Project Cost**. Here “cost matching” for the non-federal share is calculated as a percentage of the federal funds only, rather than the Total Project Cost.

How Cost Matching Is Calculated

As stated above, cost sharing is calculated as a percentage of federal funds. Following is an example of how to calculate cost matching amounts for a project with \$1,000,000.00 in federal funds with a minimum 20% non-federal cost sharing requirement:

Formula: Federal share (\$) multiplied by the Cost Matching (%) = Total Cost Match

Example: \$1,000,000.00 multiplied by 20% = \$200,000.00

How Cost Sharing Is Calculated

As stated above, cost sharing is calculated as a percentage of federal funds. Following is an example of how to calculate cost sharing amounts for a project with \$1,000,000.00 in federal funds with a minimum 20% non-federal cost sharing requirement:

Formula: Federal share (\$) divided by Federal share (%) = Total Project Cost

Example: \$1,000,000.00 divided by 80% = \$1,250,000.00

Formula: Total Project Cost (\$) minus Federal share (\$) = Non-federal share (\$)

Example: \$1,250,000.00 minus \$1,000,000.00 = \$250,000.00

Formula: Non-federal share (\$) divided by Total Project Cost (\$) = Non-federal share (%)

Example: \$250,000.00 divided by \$1,250,000.00 = 20%

What Qualifies For Cost Sharing

While it is not possible to explain what specifically qualifies for cost sharing in one or even a couple of sentences, in general, if a cost is allowable under the cost principles applicable to the organization incurring the cost and is eligible for reimbursement under a NPS grant or cooperative agreement, then it is allowable as cost share. Conversely, if the cost is not allowable under the cost principles and not eligible for reimbursement, then it is not allowable as cost share. In addition, costs may not be counted as cost share if they are paid by the Federal Government under another award unless authorized by Federal statute to be used for cost sharing.

The rules associated with what is allowable as cost share are specific to the type of organization that is receiving funds under the grant or cooperative agreement, though are generally the same for all types of entities. The specific rules applicable to:

- . Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations are found at 2 CFR215 & 220;
- . State and Local Governments are found at 2 CFR225;
- For-profit Organizations are found at 2 CFR230.

In addition to the regulations referenced above, other factors may also come into play such as timing of donations and length of the project period. For example, the value of ten years of donated maintenance on a project that has a project period of five years would not be fully allowable as cost share. Only the value for the five years of donated maintenance that corresponds to the project period is allowable and may be counted as cost share.

Additionally, NPS generally does not pre-award costs for either cost share or reimbursement when these costs precede the signing of the appropriation bill that funds the award. In the case of a competitive award, NPS generally does not allow pre-award costs prior to the signing of the Selection Statement by the NPS Selection Official.

Following is a link to the DOI Financial Assistance Regulations. You can click on the specific section for each Code of Federal Regulations reference mentioned above.

DOI Financial Assistance Regulations: <http://www.doi.gov/pam/pamfaeg.html>

As stated above, the rules associated with what is allowable cost share/match are generally the same for all types of organizations. Following are the rules found to be common, but again, the specifics are contained in the regulations and cost principles specific to the type of entity:

(a) *Acceptable contributions.* All contributions, including cash contributions and third party in-kind contributions, must be accepted as part of the recipient's cost sharing if such contributions meet all of the following criteria:

- (1) They are verifiable from the recipient's records.
- (2) They are not included as contributions for any other federally-assisted project or program.
- (3) They are necessary and reasonable for proper and efficient accomplishment of project or program objectives.
- (4) They are allowable under the cost principles applicable to the type of entity incurring the cost as follows:

(A) *For-profit organizations.* Allowability of costs incurred by for-profit organizations and those nonprofit organizations listed in Attachment C to OMB Circular A-122 is determined in accordance with the for-profit costs principles in 48 CFR Part 31 in the Federal Acquisition Regulation, except that patent prosecution costs are not allowable unless specifically authorized in the award document.

(B) *Other types of organizations.* Allowability of costs incurred by other types of organizations that may be sub-recipients under a prime award is determined as follows:

(i) *Institutions of higher education.* Allowability is determined in accordance with OMB Circular No. A-21 -- Cost Principles for Educational Institutions

(ii) *Other nonprofit organizations.* Allowability is determined in accordance with OMB Circular A-122, Cost Principles for Non-Profit Organizations

(iii) *Hospitals.* Allowability is determined in accordance with the provisions of 45 CFR Part 74, Appendix E, Principles for Determining Costs Applicable to Research and Development under Grants and Contracts with Hospitals

(iv) *Governmental organizations.* Allowability for State, local, or federally recognized Indian tribal government is determined in accordance with OMB Circular No. A-87, Cost Principles for State, Local, and Indian Tribal Governments

(5) They are not paid by the Federal Government under another award unless authorized by Federal statute to be used for cost sharing or matching.

(6) They are provided for in the approved budget.

(b) *Valuing and documenting contributions*

(1) *Valuing recipient's property or services of recipient's employees.* Values are established in accordance with the applicable cost principles, which mean that amounts chargeable to the project are determined on the basis of costs incurred. For real property or equipment used on the project, the cost principles authorize depreciation or use charges. The full value of the item may be applied when the item will be consumed in the performance of the

award or fully depreciated by the end of the award. In cases where the full value of a donated capital asset is to be applied as cost sharing or matching, that full value must be the lesser or the following:

(A) The certified value of the remaining life of the property recorded in the recipient's accounting records at the time of donation; or

(B) The current fair market value. If there is sufficient justification, the contracting officer may approve the use of the current fair market value of the donated property, even if it exceeds the certified value at the time of donation to the project. The contracting officer may accept the use of any reasonable basis for determining the fair market value of the property.

(2) *Valuing services of others' employees.* If an employer other than the recipient furnishes the services of an employee, those services are valued at the employee's regular rate of pay, provided these services are for the same skill level for which the employee is normally paid. Fringe and overhead expenses on others' employee services are treated differently depending on the type of organization. No fringe or overhead is allowed for State and Local Governments, fringe and overhead are allowed for For-profit Organizations, and fringe but no overhead is allowed for Universities, Non-profits, and Hospitals.

(3) *Valuing volunteer services.* Volunteer services furnished by professional and technical personnel, consultants, and other skilled and unskilled labor may be counted as cost sharing or matching if the service is an integral and necessary part of an approved project or program. Rates for volunteer services must be consistent with those paid for similar work in the recipient's organization. In those markets in which the required skills are not found in the recipient organization, rates must be consistent with those paid for similar work in the labor market in which the recipient competes for the kind of services involved. In either case, paid fringe benefits that are reasonable, allowable, and allocable may be included in the valuation.

(4) *Valuing property donated by third parties.*

(A) Donated supplies may include such items as office supplies or laboratory supplies. Value assessed to donated supplies included in the cost sharing or matching share must be reasonable and must not exceed the fair market value of the property at the time of the donation.

(B) Normally only depreciation or use charges for equipment and buildings may be applied. However, the fair rental charges for land and the full value of equipment or other capital assets may be allowed, when they will be consumed in the performance of the award or fully depreciated by the end of the award, provided that the contracting officer has approved the charges. When use charges are applied, values must be determined in accordance with the usual accounting policies of the recipient, with the following qualifications:

- (i) The value of donated space must not exceed the fair rental value of comparable space as established by an independent appraisal of comparable space and facilities in a privately-owned building in the same locality.

- (ii) The value of loaned equipment must not exceed its fair rental value.

(5) *Documentation.* The following requirements pertain to the recipient's supporting records for in-kind contributions from third parties:

- (A) Volunteer services must be documented and, to the extent feasible, supported by the same methods used by the recipient for its own employees.

- (B) The basis for determining the valuation for personal services and property must be documented.

U.S. Department of the Interior

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

Persons signing this form should refer to the regulations referenced below for complete instructions:

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions - **The prospective primary participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.** See below for language to be used or use this form certification and sign. (See Appendix A of Subpart D of 43 CFR Part 12.)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions - (See Appendix B of Subpart D of 43 CFR Part 12.)

Certification Regarding Drug-Free Workplace Requirements - Alternate I. (Grantees Other Than Individuals) and Alternate II. (Grantees Who are Individuals) - (See Appendix C of Subpart D of 43 CFR Part 12)

Signature on this form provides for compliance with certification requirements under 43 CFR Parts 12 and 18. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of the Interior determines to award the covered transaction, grant, cooperative agreement or loan.

PART A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters- Primary Covered Transactions

CHECK _____ IF THIS CERTIFICATION IS FOR A PRIMARY COVERED TRANSACTION AND IS APPLICABLE.

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

PART B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

CHECK _____ IF THIS CERTIFICATION IS FOR A LOWER TIER COVERED TRANSACTION AND IS APPLICABLE.

- (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.

PART C: Certification Regarding Drug-Free Workplace Requirements

CHECK___IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS NOT AN INDIVIDUAL.

Alternate I. (Grantees Other Than Individuals)

A. The grantee certifies that it will or continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about--
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) (b), (c), (d), (e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check___if there are workplaces on files that are not identified here.

PART D: Certification Regarding Drug-Free Workplace Requirements

CHECK___IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS AN INDIVIDUAL.

Alternate II. (Grantees Who Are Individuals)

- (a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;
- (b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to the grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

PART E: Certification Regarding Lobbying
Certification for Contracts, Grants, Loans, and Cooperative Agreements

*CHECK ____ IF CERTIFICATION IS FOR THE AWARD OF ANY OF THE FOLLOWING AND
THE AMOUNT EXCEEDS \$100,000: A FEDERAL GRANT OR COOPERATIVE AGREEMENT;
SUBCONTRACT, OR SUBGRANT UNDER THE GRANT OR COOPERATIVE AGREEMENT.*

*CHECK ____ IF CERTIFICATION FOR THE AWARD OF A FEDERAL
LOAN EXCEEDING THE AMOUNT OF \$150,000, OR A SUBGRANT OR
SUBCONTRACT EXCEEDING \$100,000, UNDER THE LOAN.*

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and 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.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the authorized certifying official, I hereby certify that the above specified certifications are true.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

TYPED NAME AND TITLE

DATE