

**FINANCIAL ASSISTANCE
FUNDING OPPORTUNITY ANNOUNCEMENT**



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

**Federal lands Transportation Program
Funding Opportunity Announcement Number:
P14AS00030 - P14AC00145
Announcement Type: Initial**

Issue Date:

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Application Due Date:

**Monday May 5, 2014, 1500 (3:00
PM) Mountain Time Zone**

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**NATIONAL PARK SERVICE
FEDERAL LANDS TRANSPORTATION PROGRAM**

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 funds to State, local and tribal governments, other public entities, educational institutions, and private nonprofit organizations for the public purpose of carrying out National Park Service programs pursuant to *31 U.S.C. 6305*.
- The Act of August 25, 1916, 16 U.S.C. §§1, 2-4, and amendments thereto, declares that the NPS shall promote and regulate the use of the Federal areas known as national parks, monuments, and reservations by such means and measures as conform to the fundamental purpose of the parks, monuments, and reservations, which purpose is to conserve the scenery and natural and historic objects and the wildlife 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
- 31 U.S.C. § 6305 states that an executive agency shall use a cooperative agreement as the legal instrument reflecting a relationship between the United States Government and a State, local government, or other recipient when the principal purpose of the relationship is to transfer money, property, services, or anything of value to the State, local government, or other recipient to accomplish a public purpose of support or stimulation authorized by a law of the United States, rather than acquisition by purchase, lease, or barter, of property or services for the direct benefit of the Federal Government, and where substantial involvement is expected between the executive agency, acting for the Federal Government, and the State, local government, or other recipient during performance of the contemplated activity

B. Project Background Information

The U.S. Department of Transportation, Federal Highway Administration, Office of Federal Lands Highways, Federal Lands Transportation Program (FLTP) formerly known as the Park Roads and Parkways Program (PRPP) must meet the needs under the current Federal surface transportation law, Moving Ahead for Progress in the 21st Century Act (P.L. 112-141) (hereinafter referred to as MAP-21) and future transportation authorization legislation.

The purpose is to establish a Cooperative Agreement (Agreement) with a non-profit organization to substantially support NPS efforts to deliver a robust program, move

towards a multi-modal approach to transportation, and to closely coordinate and cooperate with State and local governments and other Federal land management agencies.

The FLTP is jointly administered by the U.S. Department of Transportation, Federal Highway Administration, Office of Federal Lands Highways to create and maintain park roads, parkways, bridges and alternative transportation systems that provide visitor access, improve experience and protection of natural, historic, and cultural resources, must maintain and most likely increase its capacity and expand its outreach efforts; The primary purpose of the FLTP is to provide funding for a coordinated program of public roads that serve public safety needs inclusive of the design, planning and implementation of transportation facilities and services in the National Parks. The FLTP is administered through partnerships and interagency agreements between the U.S. Department of Transportation's Federal Highway Administration Office of Federal Lands Highways. The program continually improves public transportation access and safety to and through the parks by providing balanced, safe, and innovative transportation facilities that blend into or enhance the existing environment; and by providing services to outside communities.

The NPSs will assist the various units of the NPS to effectively and efficiently take part in the opportunities provided by MAP-21 and fulfill the requirements of this legislation related to coordination and outreach, planning, and safety;

The NPS units will be able to understand the processes and tools which allow them to work cooperatively with state and local transportation and planning agencies, and the associated stakeholder groups, on a wide range of ongoing and complex transportation issues and projects

C. Project Objectives

The project objectives are:

1. To substantially collaborate with the PRPP in the provision of public safety activities beyond the park mission with other agencies including States and local communities;
- 2, To be substantially involved with the PRPP in developing a program involving cooperative efforts in national planning, design and implementation of programs related to transportation policy, authorization of surface transportation laws and expanding opportunities for multi-modal (including non-motorized modes) transportation within and connecting to the national parks;
3. To provide the NPS with information on details related to national policy, guidance and effectuation of various transportation programs including guidance on transportation policy and planning processes mandated and coordinated with outside agencies, including public involvement and outreach; and

4. To provide the NPS with guidance on the development and implementation of education and training for NPS and Federal Highway staff such as program handbooks and assist the NPS in the development of approaches to cooperative activities with State and local agencies and outreach with local communities.

The NPS and the recipient will substantially cooperate and collaborate in the review and assessment of park-related transportation plans and programs, the development of processes that foster effective partnerships between the NPS and transportation agencies, and the efficient dissemination of the knowledge and skills needed to improve the delivery of transportation services throughout the NPS system

Both parties to this Agreement desire to cooperate with one another to further the public purpose and for the general benefit of the people of the United States and future generations

D. Program Objectives

The NPS will:

1. Provide financial support, as outlined in Article VI of this Agreement, to the Recipient for the work performed by the Cooperator under this Agreement; and
2. Provide substantial guidance and consultation to the Recipient in connection with the tasks; and
3. Familiarize the Recipient with parks and park resources;
4. Provide the Recipient with a description of NPS management needs through appropriate documents and direct contacts with specific park staff; and
5. Provide, when available, space and supplies for Recipient personnel in park areas for lectures, workshops, and/or prearranged logistical support when directly related to the activities set forth in this Agreement.

The Recipient will:

1. Substantially collaborate with the Federal Lands Transportation Program in the provision of public safety activities beyond the park mission with other agencies including States and local communities; and
2. Be substantially involved with the Federal Lands Transportation Program in developing a program involving cooperative efforts in national planning, design and implementation of programs related to transportation policy, reauthorization of surface transportation laws and expanding opportunities for multi-modal (including non-motorized modes) transportation within and connecting to the national parks; and
3. Provide the NPS with information on details related to national policy, guidance and effectuation of various transportation programs including guidance on transportation policy and planning processes mandated and coordinated by outside agencies.
4. Provide the NPS with guidance on the development and implementation of education and training for NPS and Federal Highway staff such as program handbooks and assist the NPS in the development of approaches to cooperative activities with State and local agencies and outreach with local communities.
5. Provide the NPS with interim and final reports, as specified in individual Task Agreements.

The NPS and Recipient together will:

1. Substantially cooperate to the fullest extent possible to assure that the efforts of each party are coordinated and result in the fulfillment of the principal purpose of this agreement. The parties will meet or communicate frequently for the purposes of discussing individual actions and to assess progress made on the project; and
2. Substantially participate and collaborate in the management and performance of the scope of work by reviewing and approving one stage before approving the next stage of work and to be substantially involved in the direction of work as related to other projects; and
3. Consider jointly a range of program activities designed to identify, expand and enhance public transportation opportunities and safety related activities of the NPS; and
4. Develop specific task agreements and plans for program development, educational and outreach activities relating to preserving and protecting resources of the NPS while providing safe and enjoyable transportation access by using sustainable, appropriate, and integrated solutions.

E. Term of the Agreement

This agreement will become effective upon the date of last signature and 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 recipient organization.

Projects will be funded by issuance of task agreements, subject to the availability of funds, placed against the (NPS/recipient) master cooperative agreement. Each task agreement will identify the amount of funding provided by the NPS.

SECTION II: AWARD INFORMATION

NPS anticipates awarding a cooperative agreement 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 One (1) award under this announcement.

B. Estimated Total Program Funding (annual)

Subject to the availability of funds, estimated funding is approximately \$1,000,000.00 for the five years. The actual level of funding is dependent upon the appropriations allocated for this program.

C. Award Ceiling (annual) \$1,000,000.00

D. Assistance Instrument Cooperative Agreement (5-year)

SECTION III: ELIGIBILITY INFORMATION

A. Eligible Applicants

Non-Profit Organizations Section 501(c)(3) of the IRS code exempts payment of federal income taxes for charitable, religious, scientific, literary and educational organizations. It is the most commonly used section in the IRS code granting tax exemption. Unless a non-profit corporation files a 501(c)(3) application with the IRS, it will not be exempt from paying federal income taxes.

B. Cost-Sharing or Matching Requirement

A cost match for each agreement is not required for the award generated from this Funding Opportunity Announcement

Section IV: APPLICATION AND SUBMISSION INFORMATION

A. Address to Request Application Package

PLEASE NOTE: APPLICATIONS FOR THIS ANNOUNCEMENT WILL BE SUBMITTED ELECTRONICALLY THROUGH GRANTS.GOV AND BY EMAIL TO JUNE_ZASTROW@NPS.GOV. SUBMISSION INFORMATION IS POSTED IN PART B OF SECTION IV BELOW.

An **Application Package** has been included within this Funding Opportunity Announcement for your convenience, found in **Appendix C**. The **Application Package** contains three mandatory forms, which must be submitted with your proposal, forms include: form **SF-424** (Application for Financial Assistance), form **SF-424A** (Budget Information), and form **SF-424B** (Assurances). The Application Package can also be accessed and downloaded from the Synopsis page of this announcement in Grants.gov.

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. **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 as much as possible with all applicable information.

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

You must provide an **estimated** cumulative budget for the total project in your proposal. A **detailed** budget will be required per individual task agreements generated under the Cooperative Agreement during the term of the agreement.

Standard Form 424B (SF 424B) – Assurances

This form must be signed and submitted with your application.

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.

Project Narrative - 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 (Forms SF-424, SF-424A, SF-424B, and the statement of indirect charges are **not** counted as part of the 10 page limit). Additionally, only information that is pertinent to the proposal should be included.

Complete Application Package should include:

- Completed SF 424 – Application for Financial Assistance
- Completed SF 424A – Budget Information
- Project Narrative
- Indirect Cost Rate
- Signed SF 424B - Assurances

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 **Monday, May 5, 2014 1500 (3:00 PM) Mountain Time Zone**. You are encouraged to submit 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, so 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 VIA GRANTS.GOV WITH A COPY EMAILED TO JUNE_ZASTROW@NPS.GOV TELEPHONE NUMBER: (303) 987-6718 IN CASE OF DIFFICULTIES IN UPLOAD OR DOWNLOAD OF PROPOSALS.

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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

STEP 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>

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.**

START THIS PROCESS EARLY DON'T DELAY!

STEP 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 VIA E-MAIL TO June_Zastrow@nps.gov. Answers to all applicant questions will be posted as modifications to the Funding Opportunity Announcement weekly every Friday, by close of business, until the end date of the announcement.

G. Award Documents

Projects will be funded, subject to the availability of funds, by issuance of task agreements placed against the (NPS/recipient) 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 **will 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 and appropriation of funds by the United States Congress.

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

NPS WILL EVALUATE AND CONSIDER ONLY THOSE APPLICATIONS THAT SEPARATELY ADDRESS EACH OF THE MERIT REVIEW CRITERION. Each applicant is required to provide a detailed narrative of the following criteria elements. It is HIGHLY recommended that the Project Narrative have sections labeled as follows:

Criterion 1	
Past Performance	Weight 20%
Work History	Describe, if any, past work experience with the Federal Lands Transportation Program (FLTP) formerly known as the Park Roads and Parkways Program (PRPP) or equivalent experience. Describe past working experience and knowledge of the internal working relationships and dynamics of the NPS transportation program and the Federal Lands Transportation Program
Transportation Law	Describe past work experience related to the reauthorization of surface transportation laws affecting the Federal lands Transportation Program or equivalent experience.
Publications	Describe past work experience with planning, editing and design of publications and websites.
Transportation Planning	Describe past work experience involving transportation planning, especially related to bicycles and pedestrians, and including trail facilities.

Criterion 2	
Qualifications, Experience, and Resources	Weight 40%
Knowledge	Discuss why the applicant is qualified to work in the FLTP, if any. Demonstrate knowledge of the internal working relationships and dynamics of the NPS transportation program or similar FLTP program. Demonstrate knowledge of the transportation laws affecting the FLTP and the Federal Lands Highway program.
Experience	Demonstrate knowledge and experience involving transportation planning, especially related to bicycles and pedestrians, and including trail facilities.
Planning	Demonstrate skills related to the planning, execution, facilitation and summarizing complex meetings involving

	topics related to transportation planning, financing, and FLTP implementation
Publications	Demonstrate the ability to plan, edit, and design publications and websites
Resources	Demonstrate that the applicant has resources to accomplish the listed Project Objectives in this funding opportunity announcement.

Criterion 3	
Project Delivery of Program Objectives	
	Weight 30%
Collaboration	Discuss how the applicant will substantially collaborate with the FLH FLTP in the provision of public safety activities outside the park mission with other agencies including states and local communities.
Planning	Discuss how the applicant will be substantially involved with the FLTP in developing a program involving cooperative efforts in national planning, design and implementation of programs related to transportation policy, reauthorization of surface transportation laws and expanding opportunities for multi-nodal (including non-motorized modes) transportation within and connecting to the national parks.
Guidance	Discuss how the applicant will provide the NPS with information on details related to national policy, guidance and effectuation of various transportation programs including guidance on transportation policy and planning processes mandated and coordinated by outside agencies.
Education/Training	Discuss how the applicant will provide the NPS with guidance on the development and implementation of education and training for NPS and Federal Highway staff such as program handbooks and assist the NPS in the development of approaches to cooperative activities with state and local agencies and outreach with local communities

Criterion 4	
Project Delivery of Joint Program Objectives	
	Weight 10%
Cooperation	Discuss how the applicant will cooperate to the fullest extent possible to assure that the efforts of each party are coordinated and result in the fulfillment of the principal purpose of this agreement.
Collaboration	Discuss how the applicant will participate and collaborate in the management and performance of the scope of work by reviewing and approving one stage before approving the next state of work and to be substantially involved in the direction of work as related to other projects.
Enhance Public	Discuss how the applicant will work with NPS to develop a

Transportation Opportunities	range of program activities designed to identify, expand and enhance public transportation opportunities and safety related activities of the NPS.
Education and Outreach Activities	Discuss how the applicant will develop specific task agreements and plans for program development, educational and outreach activities relating to preserving and protecting resources of the NPS while providing safe and enjoyable transportation access by using sustainable, appropriate, and integrated solutions.

B. REVIEW AND SELECTION PROCESS

NPS personnel will review all the proposals. 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

Each criteria element will be scored on a 0-10 point scale:

- 10: Superior (100 % of weighted average)
- 8: Good (80 % of weighted average)
- 6: Satisfactory (60 % of weighted average)
- 4: Marginal (40 % of weighted average)
- 2: Poor (20 % of weighted average)
- 0: Not Acceptable (No score)

The following numerical rating values may be assigned: 10, 8, 6, 4, 2, and 0. The scoring of each criterion must be based on the strengths and weaknesses of the application narrative. To assist in assigning an appropriate score, the following will be used as a guideline:

<u>Rating</u>	<u>Descriptive Statement</u>
10	Superior: Applicant fully addresses all aspects of the criterion, convincingly demonstrates that it will meet the Government's performance requirements, and demonstrates no weaknesses.
8	Good: Applicant fully addresses all aspects of the criterion, convincingly demonstrates a likelihood of meeting the Government's requirements, and demonstrates only a few minor weaknesses.
6	Satisfactory: Applicant addresses all aspects of the criterion and demonstrates the ability to meet the Government's performance requirements. The Application contains weaknesses and/or a number of minor weaknesses.

- 4 Marginal: Applicant addresses all aspects of the criterion and demonstrates the ability to meet the Government's performance requirements. The Application contains significant weaknesses and/or significant minor weaknesses.
- 2 Poor: A the likelihood of successfully meeting the Government's requirements. Significant weaknesses are demonstrated and clearly outweigh any strength presented.
- 0 Not Acceptable: Applicant does not address all aspects of the criterion and the information presented indicates a strong likelihood of failure to meet the Government's requirements.

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

After an 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 the applicant selected for award by July 7, 2014. This notice of selection is **not** an authorization to begin performance. (Pre-award expenses will not be reimbursed).

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](#)

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.

3. 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.

4. 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 required that the recipient 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 the recipient may have with the federal government.

5. 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, semi-annually or 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.

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

Awarding Officer

Andrew E. Lubner
Andrew_Lubner@nps.gov

Section VIII: Questions

A. Questions

Questions regarding the content of the announcement must be submitted by e-mail to:

June Zastrow,
Contract Specialist
June_Zastrow@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.

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" or "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 - Application Package

Forms SF 424, SF 424A, SF 424B