

Funding Opportunity Announcement

NATURAL RESOURCES MANAGEMENT PROGRAM SUPPORT FORT LEONARD WOOD, MISSOURI

Funding Agency : <i>U.S. ARMY CORPS OF ENGINEERS KANSAS CITY DISTRICT 601 E 12TH STREET, ROOM 647 KANSAS CITY, MO 64107</i>	Funding Instrument: Cooperative Agreement Funding Opportunity No: W912DQ-18-2-0004 CFDA No: 12.114 Program Title: Ft. Leonard Wood, Missouri Natural Resources Management Program Support
Issue Date: 20171111	Application Due Date: 20171213
Overview: SUMMARY OF WORK: The non-federal entity will perform the required program support to: (1) perform duties in support of the Installation Natural Resource Management Plan (INRMP) and the Integrated Cultural Resources Management Plan (ICRMP) to include assisting with prescribed fire, and the maintenance and management of wildlife habitat and threatened & endangered species and cultural resource sites; and (2) the use of Global Positioning Systems (GPS) and Geographical Information Systems (GIS) in support of those activities. BACKGROUND: Fort Leonard Wood currently consists of 61,410 acres and is designated as an active Installation Management Command (IMCOM) installation. Fort Leonard Wood is located just south of Waynesville and St. Robert, in Pulaski County, Missouri located in the northern Ozark Highland region of south-central Missouri. The installation encompasses 61,000 acres of primarily upland oak-hickory forest, 19/25 miles of permanent/intermittent streams, and 240 acres of impoundments that support an abundance of terrestrial and aquatic flora and fauna, including sensitive species. ELIGIBILITY REQUIREMENTS: All responsible, non-federal entities submitting funding requests that meet the requirements in the scope of work will be considered for this funding opportunity. STATUTORY AUTHORITY: Title 16 U.S.C. Section 670c-1 provides, in part, that “[t]he Secretary of a military department may enter into cooperative agreements...with nongovernmental organizations” for the purposes of “[t]he maintenance and improvement of natural resources on, or to benefit natural and historic research on, military installations and State-owned National Guard installations.”	
Estimated Total Funding \$150K per year	Estimated Number of Awards: 1
Contents of Full Text Announcement	
I. Funding Opportunity Description	V. Application Review Information
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Contact Information: Questions relating to Grants.gov including the registration process and system requirements should be directed to the Grants.gov Contact Center at 1-800-518-4726. For assistance with the requirements of this Funding Opportunity Announcement, please contact Ms. Hilary Meckel by email at Hilary.O.Meckel@usace.army.mil or by phone at (816) 389-3500.	
Instructions to Applicants: The complete funding opportunity announcement, application forms, and instructions are available for download at Grants.gov.	

Applications in response to this Funding Opportunity Announcement shall be submitted by the application due date. Applications may be submitted by mail, email, or via the internet through Grants.gov.

Applicants shall have a Dun and Bradstreet Data Universal Numbering System (DUNS) number, register with the System of Award Management (SAM), and if submitting application via the internet, register with Grants.gov.

See Section IV of the Funding Opportunity Announcement for complete application submission information.

Section I: Funding Opportunity Description

SCOPE OF WORK

US ARMY CORPS OF ENGINEERS Kansas City DISTRICT COOPERATIVE AGREEMENT

NATURAL RESOURCES MANAGEMENT PROGRAM SUPPORT FORT LEONARD WOOD, MISSOURI

27 October 2017

1.0 Purpose of the Assistance Agreement

The objectives of the work to be performed under this scope of work are to: (1) perform duties in support of the Installation Natural Resource Management Plan (INRMP) and the Integrated Cultural Resources Management Plan (ICRMP) to include assisting with prescribed fire, and the maintenance and management of wildlife habitat and threatened & endangered species and cultural resource sites; and (2) the use of Global Positioning Systems (GPS) and Geographical Information Systems (GIS) in support of those activities.

2.0 Fort Leonard Wood

Fort Leonard Wood currently consists of 61,410 acres and is designated as an active Installation Management Command (IMCOM) installation. Fort Leonard Wood is located just south of Waynesville and St. Robert, in Pulaski County, Missouri located in the northern Ozark Highland region of south-central Missouri. The installation encompasses 61,000 acres of primarily upland oak-hickory forest, 19/25 miles of permanent/intermittent streams, and 240 acres of impoundments that support an abundance of terrestrial and aquatic flora and fauna, including sensitive species.

3.0 General Provisions

To perform the required natural resources technical assistance, the Non-Federal Entity (NFE) shall provide all professional staff, support staff, and specialists necessary to plan, supervise, perform, and report to meet the requirements of this scope of work. The NFE shall furnish all labor, travel, transportation, fuel, supplies, computer equipment, and material necessary to perform the services required. The NFE shall also provide adequate professional supervision to assure the accuracy, quality, and completeness of all work required under this agreement.

The level of effort shall include **one** assigned Natural Resources Specialist Program Support employee at Fort Leonard Wood. The position will not exceed the 40-hour/week position requirement with approved NFE F&A. NFE F&A includes the overhead and program management / reachback funding that has been agreed to in the accepted budget.

Property Standards [32 CFR 32.30] and Equipment Standards [32 CFR 32.34] shall apply. Title to federally-owned property, supplies, and equipment purchased under this Agreement remains vested in the federal government and must be returned to the DoD component for further agency utilization. Any equipment, vehicles, supplies, or property utilized under the Agreement or under other similar Agreements awarded to the NFE for Natural, Cultural, or environmental purposes are to be considered government property and for use as directed by the government in execution of Fort Leonard Wood, Environmental Division programs.

4.0 Professional Qualifications

The NFE shall be required to provide evidence that the individual who conducts the program support / assistance described under this scope of work meets the following qualifications:

- An undergraduate degree in Forestry, Fish and Wildlife, other natural resource or discipline related to the position.
- A minimum of 10 years experience in management of natural/cultural resources management.
- Knowledge of GIS and GPS related to natural and cultural resource management.
- Appropriate certification to conduct prescribed fire operations.
- Valid State Driver's License and US Citizenship are required for Unescorted Access to Fort Leonard Wood.
- Experience in using Microsoft Word, Excel, and databases for the development of supporting environmental analysis.
- Ability to successfully pass background investigations to gain access to Army installations, IT systems, and for the issuance of a government issued Common Access Card.

5.0 Period of Performance

This Cooperative Agreement will have a base period of performance and four (4) option years. The NFE will be given 90 days from award of the base year to commence assistance under this cooperative agreement. All follow-on years' assistance shall begin January 1 of the award year.

Base Year: Shall begin 1 April 2018 and end 31 December 2018

Option Year 2: Shall begin 1 January 2019 and end 31 December 2019

Option Year 3: Shall begin 1 January 2020 and end 31 December 2020

Option Year 4: Shall begin 1 January 2021 and end 31 December 2021

Option Year 5: Shall begin 1 January 2022 and end 31 December 2022

6.0 Assistance Agreement Costs

The written budget shall be **rounded to whole dollars** and will need to demonstrate the NFE costs to complete the required staffing and or tasks described in the scope of work. A separate budget should be prepared for each scope of work or the scope of work that the budget is being proposed for. The budget proposal should be itemized and reflect specific cost elements (i.e. man-hours, labor costs, materials, equipment, overhead and fees) to complete each task. Any assumptions made in development of the budget should be documented.

The budget to execute the work does not need to be overly complicated or detailed. We encourage straightforward budgets. The budget needs to show line items and F&A with a clear understanding that the NFE can provide the required position / technical assistance at Fort Leonard Wood.

7.0 Payments

The Government will reimburse the NFE up to the negotiated amount for performance under this agreement. The Government is not liable for any expenditure in excess of this amount unless agreed to by modification.

Payments will be made on a reimbursable basis for actual costs incurred.

The NFE shall submit a "Request for Advance or Reimbursement" (SF-270) and ENG 93 along with an itemized breakdown of costs and the corresponding back-up documentation to support the actual costs incurred other required documentation no more frequently than monthly to:

U.S. Army Corps of Engineers
ATTN: CENWK-EC-DT/Payment Coordinator
601 East 12th Street, Room 505
Kansas City, MO 64106-2896

8.0 Authorizing Statutes

10 USC 2684 "The Secretary of Defense or the Secretary of a military department may enter into a cooperative agreement with a State or local government or other entity for the preservation, management, maintenance, and improvement of cultural resources...and for the conduct of research regarding the cultural resources."

Title 16 U.S.C. Section 670c-1 provides, in part, that "[t]he Secretary of a military department may enter into cooperative agreements...with nongovernmental organizations" for the purposes of "[t]he maintenance and improvement of natural resources on, or to benefit natural and historic research on, military installations and State-owned National Guard installations."

9.0 Technical Assistance Tasks

In order for the NFE to accomplish the objectives of this scope of work, it shall be necessary to complete the following tasks:

Task 1. Support of Natural Resource Program

- Provide technical expertise to Natural Resources Branch by preparing documents, maps, graphics and conducting reference searches in the implementation of the INRMP.
- Collect, analyze and summarize field data for inclusion in reports or the Geographical Information System (GIS). Maintain computer data files and raw data sheets of data collected.
- Participate in the preparation, ignition, and control of prescribed fires. Assist in the gathering and recording of fire behavior data. Detect and report wildfires from vehicles during fire season. Perform assigned fire prevention, fuel reduction, prescribed burning, and wildfire suppression operations on the installation. Operate fire suppression water pumper truck, ATVs and conduct routine maintenance of firefighting equipment.
- Conduct inspections of sensitive threatened & endangered species sites in accordance with the INRMP. Report unauthorized access into caves.
- Conduct fish and other aquatic biota population sampling, including endangered and sensitive species, at 19 impoundments, Big Piney River and Roubidoux Creek and their tributaries.
- Provide educational outreach through the development, coordination and conduct of briefings to training elements and Garrison chain of command regarding endangered and sensitive species.

- Conduct water quality, biomonitoring, erosion, and sediment transport monitoring on lotic and lentic waters to include impoundments, Big Piney River, Roubidoux Creek and their tributaries.
- Identify watershed erosion control requirements and recommend appropriate remediation techniques.
- Assist in the conduct of surveys of range and training areas to locate invasive species, both aquatic and terrestrial, and assist in their removal.
- Serve as the Natural Resource Branch point of contact for Eagle Scout Projects.
- Act as one of the Natural Resources Branch liaisons with the DPTMS Range Operations and ITAM program.
- Assist Natural Resources Branch with liaison and coordination with other resource management agencies, entities and individuals, including implementation of interagency agreements.
- Operation of GIS and GPS for Natural and Cultural Resources Management and maintenance of GIS databases.

Task 2. Support of Cultural Resource Program

- Assist Cultural Resource Manager in compiling data, documents, maps and other necessary information in the implementation of the ICRMP.
- Assist in compiling data, documents, maps and other necessary information relating to the implementation of the Programmatic Agreement with the Native American Tribes under the Native American Graves Protection and Repatriation Act.
- Perform monitoring of cultural resource sites, surveys and testing, and educational tours in accordance with the ICRMP.
- Coordinate access to range and training areas for purposes of conducting archeological investigations.
- Provide educational outreach through the development, coordination and conduct of briefings to training elements and Garrison chain of command regarding sensitive cultural resources.
- Document historical and current condition to support ICRMP implementation.
- Operation of GIS and GPS for Natural and Cultural Resources Management and maintenance of GIS databases.

10.1 Deliverables & Equipment

The NFE shall submit the following deliverables to the USACE PM and/or the Fort Leonard Wood POC:

- **Monthly Reports.** One (1) word-processed letter report describing progress of the technical assistance completed in accordance with the scope of work and deliverables completed for the monthly reporting period. The report shall be received on or before the last day of each month of reporting and occur on a 30-day cycle.
- **Records.** Original copies of all field notes, resource inventory lists, photographs, photographic logs, maps and drawings prepared during the technical assistance conducted under this scope of work shall be delivered to the appropriate Fort Leonard Wood Natural Resources Manager as soon as is practical after they are produced.
- **Activity Reports.** Report summaries of task activities that gather and analyze field data for inclusion in updates of the INRMP, ICRMP, and GIS databases.
- **Field and Safety Equipment.** Field equipment and safety supplies such as fire fighting clothing, steel toed boots and other safety equipment must be purchased in order to perform scope of work duties.

- **Vehicles.** One leased four-wheel drive vehicle, including fuel, maintenance, and insurance expenses shall be provided in performance of this scope of work.

All requested submissions shall be completed and provided to the USACE PM and/or the Fort Leonard Wood Program Manager / POC by the designated deadline, which will vary by task/project in accordance with the project schedule.

11.0 Project Review Meetings

Project Review Meetings will take place as needed throughout the project, but at a minimum quarterly or at major milestones during the period of performance.

The NFE Agreement Program Manager, or their designated representative, shall routinely contact the USACE PM and the Fort Leonard Wood POC to acquire tasks, information, deadlines, and other requests in fulfillment of the technical assistance requirements.

12.0 Government Furnished Information and Materials

The government will furnish the following:

- Access to installation maps, written documents, and electronic files relevant to the natural and cultural resources at Fort Leonard Wood.
- The necessary permission to enter and conduct natural and cultural resource investigations at Fort Leonard Wood.
- The necessary physical facilities to conduct the tasks specified in the scope of work, including office space, printers / copiers, telephone and access to any computer networks and websites necessary to complete these tasks.

13.0 Government Project Personnel

Kansas City District Corps of Engineers Project Manager (PM): Ms. Kathy Baker (816-389-3906, e-mail kathy.t.baker@usace.army.mil) is the PM responsible for execution of this agreement.

Fort Leonard Wood Program Manager: Mr. Kenton Lohraff (573-596-7605, e-mail kenton.m.lohraff.civ@mail.mil) is the Fort Leonard Wood Natural Resource Branch Chief and is responsible for program management of the work requirements.

Fort Leonard Wood Program Manager: Ms. Janet Vinyard (573-596-0131 ext 6-1016, email: janet.a.vinyard.civ@mail.mil) is the responsible for overall management and coordination of this agreement.

Section II: Award Information

One Cooperative Agreement with estimated funding of \$150,000 per year and 1 year period of performance with 4 optional years.

Section III: Eligibility Information

1. Eligible Applicants – All responsible, non-federal entities submitting funding requests that meet the requirements in the scope of work will be considered for this funding opportunity.
2. Cost Sharing – The action will be 100% funded by USACE.

Section IV: Application and Submission Information

1. Address to Request Application Package

The complete funding opportunity announcement, application forms, and instructions are available for download at Grants.gov. USACE is not responsible for any loss of internet connectivity or for an applicant's inability to access documents posted at the referenced website.

The administrative point of contact is Hilary Meckel (816)389-3500
hilary.o.meckel@usace.army.mil.

2. Content and Form of Application Submission

All mandatory forms and any applicable optional forms must be completed in accordance with the instructions on the forms and the additional instructions below.

- a. SF 424 - Application for Federal Assistance
- b. SF 424 A – Budget Information for Nonconstruction Programs
- c. SF 424 B – Assurances – Non-Construction Programs
- d. Program Narrative – Brief program description illustrating applicant's ability to meet the goals and objectives described in Section I of the announcement.

3. Application shall be submitted NO LATER THAN **December 13, 2017**.

4. Submission Instructions

Applications may be submitted by mail, e-mail, or via the internet. Choose ONE of the following submission methods:

- a. Mail one unbound copy of your complete proposal to:
US Army Corps of Engineers, Kansas City District
Attn: Hilary Meckel
601 E 12th Street, Room 647
Kansas City, MO 64106
- b. E-mail:
Format all documents to print on Letter (8 ½ x 11") paper. E-mail proposal to
Hilary.o.meckel@usace.army.mil
- c. Internet:
Applicants are not required to submit proposals through Grants.gov. However, if applications are submitted via the internet, applicants are responsible for ensuring that their Grants.gov proposal submission is received in its entirety. The Government bears no responsibility for data errors resulting from transmission of conversion processes associated with electronic submissions. The Government will bear no responsibility for delays in submissions due to technical difficulties at or with the Grants.gov website.

All applicants choosing to use Grants.gov to submit proposals must be registered and have an account with Grants.gov. It may take up to three weeks to complete Grants.gov registration. For more information on registration, go to
<http://www.grants.gov/ForApplicants>.

Section V: Application Review Information

1. Criteria

The following criteria shall serve as the standard against which any response to this announcement will be evaluated.

a. Initial Review

The Government will perform an initial review to determine that the applicant is (1) eligible in accordance with Section III of the announcement; (2) all information required by Section IV has been submitted; and (3) all mandatory requirements are satisfied.

b. Merit Review

- Technical Merit – Applicant must demonstrate how performance of the SOW will be accomplished. Cost-effectiveness may also be included in this section.

- Qualifications of Key Personnel – Applicant demonstrates the qualification for personnel who will be working on the requirement. Resumes or qualifications statements may be submitted for key personnel. NOTE: Notifications of changes in key personnel during the life of the agreement are required.

- Management – Applicant will submit information regarding internal quality controls and accounting or bookkeeping procedures.

- Past Performance – Applicant will submit recent relevant experience to demonstrate ability to successfully and satisfactorily meet the requirement.

c. Budget Review

- Cost Reasonableness – Applicant will submit a detailed budget that must be reasonable.

2. Review and Selection Process

Applications will be evaluated based on the criteria stipulated in this announcement. Each evaluation criteria will be rated with the following adjectival descriptions and notate the strengths and weaknesses:

OUTSTANDING - Information submitted demonstrates potential to significantly exceed performance or capability standards. The applicant clearly demonstrates understanding of all aspects of the requirements to the extent that timely and highest quality performance is anticipated. The applicant shows exceptional strengths that will significantly benefit the Government and meet the fullest expectations of the Government. The applicant convincingly demonstrates the ability to implement programmatic goals and objectives. An assigned rating within "outstanding" indicates the application contains essentially no significant weaknesses, deficiencies, or disadvantages and shows a very high probability of success.

GOOD - Information submitted demonstrates potential to exceed performance or capability standards. The applicant has one or more strengths that will benefit the Government. A high level of efficiency or productivity or quality is anticipated. The applicant shows only minor (but no major) deficiencies. The applicant shows the ability to implement programmatic goals and objectives. An assigned rating with "Good" is used when there are no indications of exceptional features or innovations that could prove to be beneficial, or contrarily, weaknesses that could diminish the quality of the effort or increase the risks of failure. Disadvantages are minimal and there is high probability of exceeding the requirements.

SATISFACTORY - Information submitted demonstrates potential to meet performance or capability standards. Applicant shows ability to meet minimum standard requirements and adequately meet programmatic goals and objectives. Applicant demonstrates few or no advantages or strengths and displays weaknesses in several areas that are not offset by

strengths in other areas. A rating of "Satisfactory" equates to a neutral rating. There is a good probability of success as sufficient confidence that a fully compliant level of performance will be achieved. There are no significant advantages or disadvantages.

MARGINAL - Information submitted demonstrates potential to marginally meet performance or capability standards necessary for minimal, but acceptable cooperative agreement performance. The application is not adequately responsive or does not address the specific programmatic goals and objectives. The assignment of a rating within the bounds of "Marginal" indicates significant deficiencies which may affect the overall project. The applicant demonstrates low probability of success although the proposal has a reasonable chance of becoming at least acceptable.

UNSATISFACTORY – Information submitted fails to meet performance or capability standards. The proposal does not meet the minimum requirements and programmatic goals and objectives can only be met with major changes. There is no reasonable expectation that acceptable performance would be achieved. Applicant shows many deficiencies and/or gross omissions; failure to provide a reasonable, logical approach to fulfilling much of the Government's requirements; failure to meet many of the minimum requirements.

Cost Analysis - Cost analysis will be conducted to determine if the applicant's budget is reasonable and realistic and if the applicant demonstrates the ability to comply with all financial regulatory requirements and financial reporting.

3. Anticipated Award Date
Announcement Issue Date: November 9, 2017
Announcement Due Date: December 13, 2017
Estimated Award Date: December 22, 2017

Section VI: Award Administration Information

1. Award Notices
Written notice of award will be given in conjunction with issuance of a cooperative agreement signed by a Grants Officer. The cooperative agreement will contain the effective date of the agreement, the period of performance, funding information, and all terms and conditions. The recipient is required to sign and return the document before work under the agreement commences. **Work described in this announcement SHALL NOT begin without prior authorization from a Grants Officer.**
2. Administrative Requirements
 - i) The cooperative agreement issued as a result of this announcement is pursuant to the administrative requirements in [32 CFR 215 (A-110) (Universities, Hospital, Non-profit, or For -Profit)/OMB A-102 (Government Entity)].
 - ii) Governing Regulations: This agreement will be administered in accordance with, and recipients shall comply with, the applicable requirements of the Defense Grant and Agreement Regulatory System (DGARS), in particular Chapter XI of Title 2, Code of Federal Regulations and Chapter I, Subchapter C of Title 32, Code of Federal Regulations, commonly referred to as the Department of Defense Grant and Agreement Regulations (DoDGARs). Currently, Parts 32 and 33 of the DoDGARs are being revised. In the interim, 2 C.F.R. Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" replaces Parts 32 and 33 in accordance with 2 C.F.R. Part 1103.

- iii) Order of Precedence: In the event of a conflict between the terms of this agreement and other governing documents, the conflict shall be resolved by giving precedence in descending order as follows: (1) The DoDGARs; (2) the articles of this agreement; (3) the attachments to this agreement if any; and (4) task orders issued under this cooperative agreement.

3. Reporting

See deliverable information in the scope of work.

The following forms shall be utilized to meet 2 C.F.R. part 200 reporting requirements.

- iv) SF-428 Tangible Personal Property Report
 - (1) SF-428 A – Annual Report (reporting Federally-owned property)
 - (2) SF-428 B – Final Report
 - (3) SF-428 C – Disposition Request
- v) RPSR – Real Property Status Report
 - (1) RPSP Attachment A – General Reporting
 - (2) RPSR Attachment B – Request to Acquire, Improve or Furnish
 - (3) RPSR Attachment C – Disposition Request
- vi) Recipient shall submit an annual inventory report to the Government listing all federally owned property in their custody.

Section VII: Agency Contact

Hilary Meckel, Grants Officer, Contracting Division
USACE, NWK District Tel: 816-389-3500
601 E 12th Street, Room 647 E-mail: Hilary.o.meckel@usace.army.mil
Kansas City, MO 64106

Section VIII: Other Information

1. Optional periods of performance

(a) The Government may extend the term of this cooperative agreement by written notice to the NFE within 2 weeks of the expiration of the period of performance; provided that the Government gives the NFE a preliminary written notice of its intent to extend at least 30 days before the cooperative agreement expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended cooperative agreement shall be considered to include this option clause.

(c) The total duration of this cooperative agreement, including the exercise of any options under this clause, shall not exceed 5 years.

2. Non-displacement of Qualified Workers

(a) "Service employee," as used below, means any person engaged in the performance of services described within this cooperative agreement statement of work other than any person employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541. The term "service employee" includes all such persons regardless of any contractual relationship that may be alleged to exist between a NFE and such persons.

(b) The NFE shall, except as otherwise provided herein, in good faith offer those service employees employed under the predecessor cooperative agreement whose employment will be terminated as a result of award of this cooperative agreement or the expiration of the cooperative agreement under which the service employees were hired, a right of first refusal of employment under this cooperative agreement in positions for which the service employees are qualified.

(1) The NFE shall determine the number of service employees necessary for efficient performance of this cooperative agreement and may elect to employ fewer employees than the predecessor NFE employed in connection with performance of the work.

(2) Except as provided in paragraph (c) of this clause, there shall be no employment opening under this cooperative agreement, and the NFE shall not offer employment under this cooperative agreement, to any person prior to having complied fully with this obligation.

- (i) The successor NFE shall make a bona fide express offer of employment to each service employee as provided herein and shall state the time within which the service employee must accept such offer, but in no case shall the period within which the service employee must accept the offer of employment be less than 10 days.
- (ii) The successor NFE shall decide any question concerning a service employee's qualifications based upon the individual's education and employment history, with particular emphasis on the employee's experience on the predecessor cooperative agreement.
- (iii) Where the successor NFE does not initially offer employment to all the predecessor cooperative agreement service employees, the obligation to offer employment shall continue for 90 days after the successor NFE's first date of performance on the cooperative agreement.
- (iv) An offer of employment will be presumed to be bona fide even if it is not for a position similar to the one the employee previously held, but is one for which the employee is qualified, and even if it is subject to different employment terms and conditions, including changes to pay or benefits. (See 29 CFR 9.12 for a detailed description of a bona fide offer of employment).

(c) Notwithstanding the obligation under paragraph (b) of this clause, the successor NFE (i) may employ under this cooperative agreement any service employee who has worked for the NFE for at least three months immediately preceding the commencement of this cooperative agreement and who would otherwise face lay-off or discharge, and (ii) are not required to offer a right of first refusal to any service employee(s) of the predecessor NFE whom the NFE reasonably believes, based on the particular service employee's past performance, has failed to perform suitably on the job (see 29 CFR 9.12(c) (4) for additional information). The successor NFE bears the responsibility of demonstrating the appropriateness of claiming any of these exceptions.

(d)

(1) The NFE shall, not less than 30 days before completion of the performance of services on the cooperative agreement, furnish the Grants Officer with a certified list of the names of all service employees working under this cooperative agreement at the time the list is submitted. The list shall also contain anniversary dates of employment of each service employee under this cooperative agreement and its predecessor cooperative agreements with either the current or predecessor NFEs. Where changes to the workforce are made after the submission of the certified list described in this paragraph,

the NFE shall, in accordance with paragraph (e) of this clause, not less than 10 days before completion of the services on this cooperative agreement, furnish the Grants Officer with an updated certified list of the names of all service employees employed within the last month of performance. The updated list shall also contain anniversary dates of employment, and, where applicable, dates of separation of each service employee under the cooperative agreement and its predecessor cooperative agreements with either the current or predecessor NFEs.

(2) Immediately upon receipt of the certified service employee list but not before cooperative agreement award, the grants officer shall provide the certified service employee list to the successor NFE, and, if requested, to employees of the predecessor NFE or their authorized representatives.

(3) The Grants Officer will direct the predecessor NFE to provide written notice (Appendix B to 29 CFR chapter 9) to service employees of their possible right to an offer of employment with the successor NFE. The written notice shall be delivered to the service employees individually. If such delivery is via email, the notification must result in an electronic delivery receipt or some other reliable confirmation that the intended recipient received the notice.

(e) The NFE shall maintain the following records (regardless of format, e.g., paper or electronic) of its compliance with this clause for not less than a period of three years from the date the records were created.

(1) Copies of any written offers of employment or a contemporaneous written record of any oral offers of employment, including the date, location, and attendance roster of any service employee meeting(s) at which the offers were extended, a summary of each meeting, a copy of any written notice that may have been distributed, and the names of the service employees from the predecessor cooperative agreement to whom an offer was made.

(2) A copy of any record that forms the basis for any exemption claimed under this part.

(3) A copy of the service employee list provided to or received from the NFE.

(4) An entry on the pay records of the amount of any retroactive payment of wages or compensation under the supervision of the Administrator of the Wage and Hour Division to each service employee, the period covered by such payment, and the date of payment, and a copy of any receipt form provided by or authorized by the Wage and Hour Division. The NFE shall also deliver a copy of the receipt to the service employee and file the original, as evidence of payment by the NFE and receipt by the service employee, with the Administrator or an authorized representative within 10 days after payment is made.

(End)