

Funding Opportunity Announcement

Natural Resource Management (NRM) Education and Training Opportunities for Non-Federal Public and Nonprofit Entities at Bonneville Lock and Dam, OR and WA

Funding Agency : US Army Corps of Engineers, Portland District 333 SW First Ave Portland, OR 97204	Funding Instrument: Cooperative Agreement Funding Opportunity Number: W9127N-20-2-0001 CFDA Number: 12.010 Program Title: US Army Corps of Engineers, Portland District Environmental Stewardship Program
Issue Date: December 04, 2019	Application Due Date: January 08, 2020
Overview: The US Army Corps of Engineers, Portland District (USACE) intends to enter into a cooperative agreement with a non-Federal public entity or nonprofit organization for land stewardship and restoration services on USACE land at the Bonneville Lock and Dam in Skamania County, WA and Multnomah County, OR. This cooperative agreement will assist Portland District in fulfilling environmental stewardship responsibilities consisting of restoration and management of native and historic landscapes and wildlife habitat while providing education and training opportunities to the recipient's participants in the local communities around Bonneville Lock and Dam. These education and training opportunities exist through the need for natural resource and maintenance services on public lands within Bonneville Lock and Dam's jurisdiction. The goals and objectives of this cooperative agreement are for the implementation of best natural resources management practices with regards to environmental stewardship, high and low density recreation areas, and operations/facilities maintenance. Environmental and maintenance services include but are not limited to: a. Vegetation Management b. Vegetation Planting c. Park and Trail Maintenance d. Litter Removal e. Trail Construction and Maintenance This cooperative agreement will be awarded pursuant to 33 USC 2339 Conservation and Recreation Management. The recipient for this cooperative agreement must be a qualified non-Federal public entity or nonprofit organization that serves low security inmates and/or individuals executing community service sentences within the Skamania County, WA, Clark County, WA, Hood River, OR and/or Multnomah County, OR correctional system, and has experience in land stewardship and restoration using small work crews supervised by experienced leaders so that ecological concepts can be accurately conveyed to work crew and leaders.	
Estimated Total Funding: \$195,000	Estimated Number of Awards: One
Contents of Full Text Announcement	
A. Program Description	E. Application Review Information
B. Federal Award Information	F. Federal Award Administration Information
C. Eligibility Information	G. Federal Agency Contact
D. Application and Submission Information	H. Other Information
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 the grants and agreements administrator Patrick.P.Collins@usace.army.mil .	
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. - Applicants shall have a Dun and Bradstreet Data Universal Numbering System (DUNS) number and register with the System for Award Management (SAM) at sam.gov. Applicants must register with Grants.gov in order to submit their package through that site.	
See Section D of the Funding Opportunity Announcement for complete application submission information.	

Section A: Program Description

USACE Portland District develops and operates water resources and public lands within the Bonneville Lock and Dam's jurisdiction. The goal of this cooperative agreement is to implement creative stewardship techniques and effect accomplishments within Bonneville Lock and Dam's recreational and environmental missions, and provide a specific opportunity to further USACE's national organization interest for developing knowledge and applications of mathematics and the sciences in the United States.

The purpose of this agreement is to provide natural resource training and education opportunities for participants that are low security inmates and/or individuals executing community service sentences within the Skamania County, WA, Clark County, WA, Hood River, OR and/or Multnomah County, OR correctional system to perform duties at natural resource activities on lands under USACE jurisdiction of the Bonneville Lock and Dam. The goal is to place selected participants in appropriate work situations to perform tasks for public benefit while providing opportunities to learn job skills and develop appropriate work habits.

1. GOALS AND OBJECTIVES – Natural Resource Management Education & Environmental Stewardship

The goal of this cooperative agreement is to implement creative stewardship techniques and effect accomplishments within its recreation, environmental, and dam safety missions, and provide a specific opportunity to further the USACE's national interests in developing knowledge and skills related to natural resource management at water resource development projects. It also represents an opportunity to further the USACE's national objectives for interpretive service, community outreach, and partnerships.

USACE is engaged in diverse opportunities enabling education and training in a natural resource oriented environment and development of strong ethics regarding proper management and use of public land resources. By utilizing these opportunities participants will receive technical, applied, and practical job training/skills and education otherwise not available.

Each project proposed under this agreement will be individually evaluated by both parties to make certain that it meets the education and stewardship objectives set forth herein, and that it will not displace any government workers nor impair contracts for service.

2. BENEFITS

It is to the mutual benefit of USACE and the recipient to forge a working relationship to assist and cooperate in job training or education opportunities that also benefit environmental stewardship and recreation efforts.

By supporting a continuous job training and natural resource education program, USACE will expand its recruitment base and elevate the public consciousness of stewardship issues.

The recipient will contribute to the well-being of publicly owned natural resources, and provide tangible improvements for the public to enjoy.

Participants will benefit by learning outdoor work skills, ethics, and exposure to tasks that benefit the environment or aid in bettering public recreation areas. These training activities will aid participants in successfully re-entering society with practical skills and a viable work ethic.

3. DESCRIPTION OF SERVICES

Work projects may include:

- a. *Vegetation Management:* Hand-pulling or other manual removal of invasive weeds, encroaching brush/shrubs/small trees. Removal or cutting of various plants, shrubs, and trees (by an experienced chainsaw operator) as directed and/or marked by USACE staff. Work will be performed in designated project areas such as parks, natural resource management areas, operations areas, project offices, and dam roadways. Species to be removed may include deciduous and coniferous trees, Scotch broom, English ivy, blackberry, poison oak, Knapweed, and other noxious and invasive species. Removal of species that may impede dam operations or security.
- b. *Vegetation Planting:* Native planting, watering or other ecological restoration techniques. Planting or dispersal of various plants, grasses, trees, and seeds in areas specified by a USACE representative. Work will be performed around the Bonneville Lock and Dam, recreation sites, parks, resource compound, and wildlife areas to enhance habitat for native ecosystems and wildlife. Planted species may include, but are not limited to: Douglas fir, ponderosa pine, willow, sedge, native grass and flower seed, and other native plants. The USACE representative will specify the area to be planted, and proper technique for planting or dispersal that will ensure greatest survival. This work will be limited and on specified dates to ensure greatest ability for survival.
- c. *Park and Trail Maintenance:* Routine landscape cleanup of parks, recreation areas, and trails prior to the start of and during the summer recreation season. This work will include weeding, landscaping, trimming of branches, removing dead trees or snags, removing live trees, trimming grasses in recreation areas and removing plants and shrubs. It will also involve the removal of all wood debris from parking lots around buildings, sidewalks, trails, and mowing areas. Installation of new park features such as park benches, picnic tables and bulletin boards. Any new features will be provided by USACE and specialized equipment and/or tools will be provided by USACE if needed. The appointed USACE representative will provide drawings or verbal instruction of each site and show the work crew supervisor the various locations. All refuse and cut materials will be placed per USACE instructions.
- d. *Litter Removal:* Litter pickup will be provided in the general area and all material collected will be placed and/or disposed of as directed by a USACE representative.
- e. *Trail Construction and Maintenance:* Building of new trails or maintenance of established trails, as directed and/or marked by USACE representative. Work will be performed in designated project areas such as wooded areas, along roadways, and in various terrain at the Bonneville Lock and Dam Project. Work may include the use of hand or power tools to clear vegetation along the trail or proposed trail route, construct or improve the surface of the trail, and import materials such as gravel, fill dirt, wooden, stone, or metal bracing, waterbars, or steps, and to construct and anchor bridges, handrails, and culverts. USACE representative will coordinate with the work crew supervisor in advance of start date and will identify the area where trails will be constructed or maintained, and where trail building or repair materials will be sourced and placed at the job site. Trail size, type, and design will be discussed and identified during initial planning. Specialized equipment and/or tools (if needed) will be provided by USACE.

4. SCHEDULE

The term of this cooperative agreement is a one year base period with two one year option periods. The base period will be in effect for one year from date signed followed by two one-year option periods. At any time prior to the completion of a performance period, the parties may agree to bilaterally exercise a one-year option period, extending the cooperative agreement performance period by one year, so long as funds remain available for continued performance.

The base period and two optional periods consist of the following tentative schedule. The final schedule will be coordinated after award of the cooperative agreement.

The specific dates scheduled for the work crew will be determined through coordination between the recipient and the Government representatives.

105 total work days consisting of 47 work days in Oregon and 58 work days in Washington.

January: 5 Work Days

February: 4 Work Days

March: 8 Work Days

April: 12 Work Days

May: 14 Work Days

June: 12 Work Days

July: 14 Work Days

August: 11 Work Days

September: 9 Work Days

October: 7 Work Days

November: 4 Work Days

December: 5 Work Days

5. OBLIGATION OF THE PARTIES

The Recipient will

- a. Recruit, select, and enroll eligible participants and refer appropriate participants to USACE in accordance with available funds, Federal regulations, Equal Employment Opportunity Laws, needs of participants, and the terms developed under this cooperative agreement to create one work crew. Participants shall be at least 18 years of age. The work crew shall consist of no fewer than four participants and no more than ten participants for each day of work scheduled. Participants shall be low security inmates and/or individuals executing community service sentences in Skamania County, WA, Clark County, WA, Hood River, OR and/or Multnomah County, OR.
- b. Provide maintenance services on Bonneville Lock and Dam lands in accordance with schedules and duties described in Section A.3. Description of Services. Approximately 105 days of work will be scheduled during the base period and each optional period under this cooperative agreement.
- c. Provide at least one supervisor for the work crew, ensuring the work performance of participants assigned under this cooperative agreement meets applicable laws and policies. The crew supervisor will provide a safety meeting prior to the beginning of the daily work. At the beginning

of each shift the crew supervisor is expected to check in with NRM staff to identify crew size, location of work and expected duties. At the end of each shift crew lead will follow up with a summary of work accomplished. These can be verbal communications in person or over the phone.

- d. Provide required equipment, and materials to provide maintenance services requested by USACE in accordance with the Description of Work.
- e. Ensure all tools and equipment provided by USACE are returned to USACE in a like- condition as when loaned, except for normal wear and tear. Unused materials provided by USACE shall be returned to USACE upon completion of the scope under this cooperative agreement. All tools and equipment provided by USACE remain the property of USACE.
- f. Submit reports in accordance with the terms and conditions of the agreement.
- g. Performance Reports - Recipient shall submit monthly performance progress reports and annual financial reports, SF425 (Attachment 01), during the performance period. Performance reports shall contain a narrative of work performed during the season and detail how goals and objectives were met.
- h. Arrange for transportation of participants to and from work sites.
- i. Ensure participants bring food and water as required for rest breaks, and that crew has adequate personal protective equipment for the tasks of the day.
- j. Provide first aid and other customary supervisory care of the participants at the work sites.
- k. Comply with OSHA regulations, the safety regulations defined in the Corps of Engineers Safety Manual EM 385-1-1, and all federal, state and local laws, regulations, rules and orders.

USACE will:

- a. Submit project information in support of the scope of this cooperative agreement, including objectives and locations, diagrams, specifications, location maps, schedules and other required details.
- b. Coordinate with the recipient to develop a schedule for the performance of services.
- c. Supply sufficient materials, tools and equipment as applicable.
- d. Provide a government representative to be the point of contact and resource advisor for the duration of the cooperative agreement provide technical assistance to the work crew supervisor, provide specific task instruction, provide instructions on the proper use of tools and materials, demonstrate task completion, and engage and encourage the participants.

6. OPTIONS

This cooperative agreement contains options. At any time prior to the completion of a performance period, the parties may agree to bilaterally to exercise a one-year option period, extending the cooperative agreement performance period by one year, so long as funds remain available for continued performance. The parties have no obligation to continue and may elect to cease performance. Options will be exercised through a modification to the agreement.

7. MODIFICATIONS

- a. Modifications to this agreement may be proposed by either party, but neither party shall implement a change until the change has been negotiated and approved by the USACE Grants Officer. Change proposals shall be submitted in writing and shall detail the technical, schedule, and financial impacts of the proposed modification. Only the Grants Officer has the authority to act on behalf of USACE to change this agreement.
- b. Revision of budget/program plans: Recipient shall request prior approval for plan changes in accordance with 2 CFR 200.308.
- c. The Grants Officer may unilaterally issue modifications for minor or administrative matters, such as changes in key personnel, paying office, etc.

8. SUBAWARDS

- a. The Recipient shall apply to each subaward the administrative requirements of 2 CFR 200 applicable to the particular type of subrecipient.
- b. Recipients awarding contracts under this agreement shall assure that contracts awarded contain, at a minimum, the provisions in Appendix B to DoDGARS Part 22.
- c. The Recipient's systems for acquiring goods and services under this agreement shall comply with 2 CFR 200.

9. STATUTORY AUTHORITY

The use of a cooperative agreement for services relating to natural resources conservation and recreation management is authorized pursuant to 33 U.S.C. § 2339 - Assistance Programs.

Through this cooperative agreement, USACE will use a non-Federal public entity or nonprofit organization to provide the opportunity for job training and education in natural resources management and help improve skills in developing working relationships and work ethics to participants within the Skamania County, WA, Clark County, WA, Hood River, OR and/or Multnomah County, OR correctional system.

Section B: Federal Award Information

1. Type of Award Instrument – USACE intends to award at least one cooperative agreement to the applicant(s) determined to best demonstrate the ability to meet the goals and objectives of the program.
2. Substantial Involvement – USACE manages public land, and through this cooperative agreement will provide job training and education in natural resource management to selected participants. USACE will provide work sites for participants to learn work skills and develop appropriate work habits. USACE personnel will work with work crew participants to ensure they are trained to identify applicable native and invasive species, are able to understand, apply and execute appropriate management techniques which may include: hand-pulling or other manual removal of invasive weeds, encroaching brush/shrubs/small trees; native planting, watering or other ecological restoration techniques; litter removal; and trail maintenance and/or construction.

The Government will also provide guidance in the form of educational presentations, hands-on training and demonstration, as well as advice and final approval for restoration activities, trail work, recreation and habitat improvement projects.

3. Estimated Funding – The cost of one year of the Cooperative Agreement is estimated to be \$61,000. The total cost of the cooperative agreement is estimated to be \$195,000. The annual cost will not exceed \$66,000.
4. Period of Performance - The base cooperative agreement will be in effect for one year from date signed followed by two one-year option periods to be exercised bilaterally at the discretion of the Government. The parties have no obligation to continue and may elect to cease performance.

Section C: Eligibility Information

1. Eligible Applicants – Non-Federal Public Entities and Nonprofit Entities. In accordance with Section D.2.d., Determination of Eligibility, **documentation to support eligibility must be submitted with the application.**
2. Cost Sharing – All work under this cooperative agreement is 100% USACE funded.
3. The submitting organization is limited to one application submission.

Section D: 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 Patrick Collins, 503-808-4594,
Patrick.P.Collins@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 Non-construction Programs for the base year and each option year.
 - c. SF 424 B - Assurances - Non-Construction Programs
 - d. Program Narrative – Submit a Program Narrative that addresses the following:
 - 1) **Program Goals and Objectives** – In no more than 10 pages single sided or 5-pages double sided, provide a program description, illustrating how the applicant plans to achieve the goals and objectives included in Section A of this announcement. Include the applicant's relevant past experience meeting similar goals and objectives through the performance of similar natural resource and recreation services supporting participants that are low security inmates and/or individuals executing community service sentences.
 - 2) **Program Management Plan** – In no more than 10 pages single sided or 5-pages double sided, explain how the applicant plans to effectively manage the program in terms of manpower, recruiting, administration, and quality control. Include the following:
 - a. The applicant's plans for obtaining the necessary work crews, meeting limitations of participants that are low security inmates and/or individuals executing community service sentences with the Skamania County, WA, Clark County, WA, Hood River, OR

and/or Multnomah County, OR correctional system and work crew numbers and schedule;

- b. The applicant's plans for transporting work crew to and from the work sites;
- c. How the applicant will supervise the work crew, manage, and perform quality control over the program;
- d. The supplies and equipment to be used to perform the services;
- e. The technical resources (staffing) to be used to execute the program.

- 3) **Past Performance** (Attachment B): Using Attachment B, provide references for up to three relevant federal assistance agreements of similar size and scope performed within the last five years – No more than one page per reference. Applicants with no prior federal assistance agreement experience shall provide a statement in their proposal to that affect. Applicants with no prior federal assistance agreement experience may submit reference information for key personnel that will be working on this project that have performed work under past federal assistance agreements.

NOTE: All three sections of the program narrative shall be submitted on 8.5 x 11 inch paper with no less than 10 point font and 1 inch margins.

4) **Determination of Eligibility** (See Section C.1.)

e. Attachment A – Certifications

- 1) Lobbying
- 2) Debarment, Suspension, and Other Responsibility Matters
- 3) Drug-Free Workplace (Recipients other than individuals)
- 4) Environmental Tobacco Smoke
- 5) Certificate of Authority

3. **Dun and Bradstreet Universal Numbering System (DUNS) Number and System for Award Management (SAM)** - Each applicant (unless the applicant is an individual or Federal awarding agency that is excepted from those requirements under 2 CFR § 25.110(b) or (c), or has an exception approved by the Federal awarding agency under 2 CFR § 25.110(d)) is required to: (i) Be registered in SAM before submitting its application; (ii) provide a valid DUNS number in its application; and (iii) continue to maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency. It also must state that the Federal awarding agency may not make a Federal award to an applicant until the applicant has complied with all applicable DUNS and SAM requirements and, if an applicant has not fully complied with the requirements by the time the Federal awarding agency is ready to make a Federal award, the Federal awarding agency may determine that the applicant is not qualified to receive a Federal award and use that determination as a basis for making a Federal award to another applicant.
4. A complete application must be received NO LATER THAN 10:00 a.m. January 08, 2020. Applications received on www.grants.gov or by the grants specialist after the due date and time will not be considered.
5. Submission Instructions

The preferred method for submission of proposals is through Grants.gov. If the applicant is unable to submit their proposal package via Grants.gov, as a backup option submissions can be received by e-mail or courier.

- a. Preferred Method - Internet via Grants.gov:
All applicants using Grants.gov to submit proposals must be registered and have an account with Grants.gov. For more information on registration, go to <https://www.grants.gov/web/grants/applicants.html>

Applicants are responsible for ensuring that their Grants.gov proposal submission is received in its entirety. The Government will bear no responsibility for delays in submissions due to technical difficulties at or with the Grants.gov website.

- b. Backup Method 1 - E-mail:
Format all documents to print on Letter (8 ½ x 11") paper. E-mail proposal to Patrick.P.Collins@usace.army.mil
- c. Backup Method 2 – Courier:
Send one unbound copy of your complete proposal to:
US Army Corps of Engineers, Portland District
Attn: CECT-NWP, Grants and Agreements Specialist
333 SW 1st Ave
Portland, OR 97204

6. Reimbursement of pre-Federal award costs are not allowable.

Section E: 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 C** of the announcement; (2) all information required by **Section D** has been submitted; and (3) all mandatory requirements are satisfied.

b. Merit Review

Only proposals meeting ALL criteria in the initial review will be forwarded for merit review. Proposals in the merit review will be evaluated on whether applicant demonstrates ability to meet goals and objectives, effectively manage program, and has satisfactory past performance. These factors will be rated individually and are of equal importance. Each proposal will also be given an overall rating based on the individual ratings of each factor and the effect one may have on another.

- 1) Program Goals and Objectives – The proposal illustrates that the applicant's goals are in alignment with those described in Section A of the announcement. Proposal also details measurable objectives for achievement of goals.
- 2) Program Management - The applicant shows the ability to effectively manage program in terms of manpower and administration. Proposal should illustrate applicant's ability to:
 - Provide a work crew to report to work sites as specified through the scope of this cooperative agreement.
 - Transport work crews to and from designated work sites.
 - Provide supervision of work crews.

- Supply all necessary supplies and equipment to perform work described in Section A of this announcement.
- Work in Oregon
- Successfully execute training/education programs.

The application should also demonstrate the applicant's:

- Experience with conservation programs.
 - Management capability, financial resources and technical resources to execute the program.
 - A satisfactory record of executing Government programs (if a prior recipient).
 - A satisfactory record of integrity and business ethics.
- 3) Past Performance (Attachment B) - Applicants will be evaluated based on their past performance in i) successfully completing and managing federally funded assistance agreements similar in size, scope, and relevance to the program, ii) history of meeting reporting requirements under Federal grants and cooperative agreements, and iii) extent and quality to which they adequately documented and/or reported on their progress towards achieving the expected results. (In evaluating applicants under this criterion the Government will consider the information provided by the applicant and may also consider relevant information from other sources including agency files and prior/current grantors).

c. Budget Review

This agreement will be 100% USACE funded and applicant's budgets will be reviewed to ensure proposed costs and cost allocation are allowable and reasonable. Applicants are required to submit an SF 424A providing a breakdown of the proposed daily rate. Budget proposals will be evaluated on reasonableness of costs and allowability. Costs associated with the program must be in accordance with 2 CFR 200, Subpart E – Cost Principles.

2. Review and Selection Process

- a. The Grants Specialist/Officer will perform an initial review to determine that the applicant is (1) eligible in accordance with the announcement; (2) all information required by the announcement has been submitted; and (3) all mandatory requirements are satisfied.
- b. The Program Official is responsible for evaluation of applications against the merit criteria.
- c. The Grants Officer is responsible for making the final selection of the cooperative agreement awardee.

3. Anticipated Award Date

Announcement Issue Date:	December 04, 2019
Application Due Date:	January 08, 2020
Estimated Award Date:	January 14, 2020

Section F: Federal Award Administration Information

1. Award Notices

Electronic 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

The cooperative agreement issued as a result of this announcement will be subject to the National Policy requirements of 32 CFR Ch. 1, Part 22, Appendix B, as applicable. Applicable provisions will be specified in the cooperative agreement terms and conditions. The cooperative agreement will also be subject to the administrative requirements of 2 CFR 200 and 32 CFR Ch. 1, Part 22, Appendix C, as applicable. Applicable administrative requirements will be specified in the cooperative agreement terms and conditions.

3. Reporting

- a. Upon completion of each period of performance and the cooperative agreement, the recipient will be required to submit one performance progress report as stipulated in the terms and conditions of the cooperative agreement.
- b. Recipient will be required to submit an SF 425 – Federal Financial Report quarterly as stipulated in the terms and conditions of the final cooperative agreement.
- c. All reporting shall be in accordance with 32 CFR Part 33.40-41

Section G: Federal Awarding Agency Contact

Patrick Collins
Grants Officer, Contracting Division
E-mail: Patrick.P.Collins@usace.army.mil
Tel: 503-808-4594
Fax: 503-808-4605

US Army Corps of Engineers, Portland District
Attn: CECT-NWP-P, Grants Officer
333 SW 1st Avenue
Portland, OR 97204

Section H: Other Information

1. Only Grants Officers are legally authorized to bind the Government to an agreement within the limits of their warrant.
2. A preaward notice identifying a proposal was successful neither obligates the Government to make an award nor commits the Government to reimburse any pre-award costs incurred in anticipation of an award.
3. Responses should reference Funding Opportunity Announcement W9127N2020001. Questions regarding the proposal submission should be submitted by email to Patrick Collins at Patrick.P.Collins@usace.army.mil no later than January 06, 2020.

ATTACHMENT A - CERTIFICATIONS

1. LOBBYING

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, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(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 of Lobbying Activities," 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 and disclose 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.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

(1) The recipient 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 from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application 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 government 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 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.

(3) The applicant shall communicate the requirements to comply with Subpart C of the OMB guidance in 2 C.F.R. Part 180, as implemented by the Department of Defense in 2 C.F.R. part 1125, to persons at the next lower tier with whom the recipient enters into transactions that are "covered transactions" under Subpart B of 2 C.F.R. part 180 and the DoD implementation in 2 C.F.R. part 1125.

3. DRUG-FREE WORKPLACE (RECIPIENTS OTHER THAN INDIVIDUALS)

As required by the Subpart B of 32 C.F.R. Part 26, which implements Sections 5151-5160 of the Drug Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D, 41 U.S.C. § 701, *et seq.*)--

(1) The applicant certifies that it will or will 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 recipient's workplace and specifying the actions that will be taken against the employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about:
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The applicant's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) 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 cooperative agreement 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 cooperative agreement, the employee will:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace not later than five calendar days after such conviction;
- (e) Notifying the agency, in writing, within ten calendar days after receiving notice under subparagraph (d)(ii) 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 or other designee on whose cooperative agreement activity the convicted employee was working, unless the Federal agency has designated a central point for receipt of such notices. Notice shall include the identification number(s) of the each affected cooperative agreement;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted:

(i) 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

(g) 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; Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(2) The applicant may insert in the space provided below the site(s) for the performance of work done in connection with the specific cooperative agreement.

Place of performance:

☐ Check if there are workplaces on file that are not identified here.

4. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity by signing and submitting this application, the applicant/grantee certifies that it will comply with the requirements of the Act.

The applicant/grantee further agrees that it will require the language of this certification be included in any subawards which contain provisions for the children's services and that all subgrantees shall certify accordingly.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Name of Applicant: _____

Printed Name and Title of Authorized Representative

Name: _____

Title: _____

Signature: _____

Date: _____

CERTIFICATE OF AUTHORITY

To be completed by counsel for the Recipient

I, _____, do hereby certify that I am the designated legal representative of the (*Insert Applicant/Recipient here*) for purposes of this Cooperative Agreement between (*Applicant/Recipient*) and the U.S. Department of Defense, that (*Applicant/Recipient*) is a legally constituted public body with full authority and legal capability to perform the terms of the Cooperative Agreement between the Department of Defense and (*Applicant/Recipient*) administered by the U.S. Army Corps of Engineers and that the persons who have executed this Cooperative Agreement on behalf of the (*Applicant/Recipient*), in particular, _____ have acted within their legal authority.

IN WITNESS WHEREOF, I have made and executed this certification this _____ day of _____ 2018.

[fill in name and address of attorney]

ATTACHMENT B – PAST PERFORMANCE

W9127N2020001

Submit No More than Three

Natural Resource Management (NRM) Education and Training of Lane County Youth Services
or Conservation Corps Students Provided by Qualified Youth Services and Conservation
Corps Organizations

Project Past Performance

Project Name:	
Project Location:	
Funding Agency Point of Contact(s): Provide name, email, and phone number	
Contract or Cooperative Agreement #:	
Period of Performance:	
Size (Value):	
Technical Complexity:	
Technical Team Utilized:	