Funding Opportunity Announcement

Natural Resource Management (NRM) Education and Training of Botanically Sophisticated Restoration Workers; Outreach to Local schools to Benefit Natural Resource Goals

Funding Agency : US Army Corps of Engineers, Portland District 333 SW First Ave Portland, OR 97204	**Funding Instrument:** Cooperative Agreement **Funding Opportunity Number:** W9127N-19-2-0011 **CFDA Number:** 12.010 **Program Title:** US Army Corps of Engineers, Portland District Environmental Stewardship Program
Issue Date: August 09, 2019	**Application Due Date:** September 09, 2019

Overview:
The US Army Corps of Engineers (USACE), Portland District (NWP) intends to enter into a cooperative agreement with a non-Federal public entity or non-profit entity for land stewardship and restoration services on USACE land in the Willamette Valley, Oregon. This cooperative agreement will assist NWP in fulfilling environmental stewardship responsibilities consisting of restoration and management of native prairie landscapes and wildlife habitat at southern Willamette Valley Lakes while providing education and training to young professionals, veterans, displaced workers, college students, and other community members in botanically sophisticated ecological restoration design, implementation, and community involvement and to provide opportunities for local primary and secondary school students to produce and install native plant materials in restoration sites. The recipient's participants will gain experience with and expertise in plant identification, project planning, development, and implementation.

The cooperative agreement will be awarded pursuant to 33 U.S.C. § 2339(c)

The preferred partner for this cooperative agreement must be a non-Federal public entity or non-profit entity that serves the local community and has experience in land stewardship and restoration using small crews and is capable of training recipients to identify all elements of the flora; and to manage native plant growing and planting environmental education programs in local primary schools.

Estimated Total Funding: $35,000	**Estimated Number of Awards:** 1

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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 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. 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 D of the Funding Opportunity Announcement for complete application submission information.

Section A: Program Description

This cooperative agreement will assist NWP in fulfilling environmental stewardship responsibilities consisting of restoration and management of native landscapes and wildlife habitat at NWP Projects while providing education and training in botanically sophisticated ecological restoration design, implementation, and community involvement to young professionals, veterans, displaced workers, college students, or other community members; and to provide opportunities for local primary and secondary school students to produce and install native plant materials in restoration sites, participating in stewardship of local habitats and gaining knowledge and appreciation of the environment on USACE Portland District (NWP) lands. The recipient's participants will gain experience with project planning, development, and implementation at water resources projects under USACE jurisdiction at the Willamette Valley Project. Program activities may occur at any site in the Willamette Valley Project, but will be concentrated at the southern lakes: Fern Ridge, Fall Creek, Dexter, Lookout Point, Hills Creek, Cottage Grove and Dorena. We expect no more than a week at Cougar, Foster-Greenpeter, or Detroit-Big Cliff during the period of performance.

Work projects may consist of education and task assignments in land stewardship and restoration, wildlife habitat improvement, riparian enhancement, wetlands restoration and enhancement, native grassland restoration and management, plant propagation and greenhouse operations, fisheries habitat management, park and recreation site improvement, and outreach activities for public education and interpretive services.

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

USACE NWP develops and operates water resources and public lands within the Willamette Valley Project's jurisdictions. The goal of this cooperative agreement is to implement creative stewardship techniques and effect accomplishments within its environmental missions, and provide a specific opportunity to further the USACE's national organization interest for developing knowledge and applications in natural resources management. It also represents an opportunity to further the USACE's national organization objectives for interpretive service, community outreach, and partnerships.

USACE is engaged in diverse opportunities enabling work in a resource oriented environment and acquisition 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 on USACE projects.

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

2. BENEFITS:

This cooperative agreement will mutually benefit USACE and the recipient in providing opportunities benefiting environmental stewardship efforts while developing a working relationship and assisting job training and education opportunities.

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.

The recipient will benefit from work sites made available by USACE that encourage learning outdoor work skills and ethics as well as botanical identification and ecological restoration skills. Participants will gain exposure to tasks benefiting the environment or aid in improving public recreation areas.

3. DESCRIPTION OF SERVICES:

Work will include the following:

a. Prairie and Wildlife Habitat Restoration
- Perform selective identification and removal of invasive vegetation from wetland, upland prairie, woodland and other habitat types by pulling and/or cutting.
- Produce and plant native seed and nursery stock in habitat restoration sites.
- Perform irrigation, weeding, and mulching to insure the establishment of restoration plantings.
- Perform other services as determined by the POC at Willamette Valley Project in support of prairie and wildlife habitat restoration.

b. Perform native plant seed collection, native plant propagation and other duties in support of environmental restoration and native plant nursery operations.

c. Natural Resources Education. Participate in discussion of proper tool use, USACE land management practices and philosophy, biology, native plant communities and ecological relations among local species, and natural history of native ecosystems. Provide training and work experience in native and invasive plant identification and ecological restoration design and implementation methods.

d. Perform environmental education in collaboration with local primary schools to produce native plants and install them at nearby Corps sites in order to provide knowledge and direct experience of native habitats to students in local communities.

The specific dates the work crew will be on site will be determined through coordination between the recipients and the Government representatives. It is expected the work dates for the initial period of performance will fall within the date of award and 30September 2020 time frame.

4. OBLIGATION OF THE PARTIES:

a. The Recipient will:

- Recruit, select, and enroll eligible participants in accordance with available funds, Federal regulations, Equal Employment Opportunity Laws, needs of participants, and the terms developed under this cooperative agreement. Participants shall be adults desiring training and experience in native and invasive plant identification and botanically sophisticated ecological restoration methods.

- Provide one work crew consisting of three to ten participants and one supervisor for about 55 days during the performance period, to be further coordinated with the Grants Officer Representative.

- Provide a supervisor to direct work of the crew and be responsible for ensuring the work performance of participants assigned under this cooperative agreement meets USACE intent and applicable laws and policies.

- Provide workers' compensation insurance (State Accident Insurance Fund (SAIF)) or comparable coverage) for participants and responsible for Tort Claims resulting from their actions within the scope of this cooperative agreement.

- Reserve the right to terminate or reassign participants to other activities in accordance with the participant's program objectives. Reasonable notice of reassignments will be provided to USACE.

- Provide program orientation including safety training sessions to all participants.

- Ensure all training accomplished is documented for each participant under this agreement. These records shall be available at any time for USACE to review.

- Ensure each participant is properly equipped with personal protective equipment for the work to be accomplished. This will include a hard hat, gloves, eye protection, and ear protection as required.

- Arrange for transportation of participants to and from work sites as applicable.

- Provide first aid and other customary supervisory care of the participants at the work sites.

- 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.

- Act in conformance with State and Federal laws and regulations pertaining to Wage and Hours, Equal Employment Opportunity, Civil Rights, and Child Labor.

b. USACE will:

- 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.

- Supply sufficient materials, tools and equipment as applicable.

- Ensure there is sufficient work to productively occupy the participants during scheduled work hours.

- Provide thorough orientation and education to participants covering: a) general overview of USACE and its missions, b) how the scope of work furthers those missions, c) how the scope of work is specifically related to the Willamette Valley Project and the surrounding community.

- Assign USACE staff members to serve as a point of contact (POC) and resource advisor for the duration of the cooperative agreement, provide technical assistance to the 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.

- Coordinate work schedules to accommodate participant's participation in education, vocational training, counseling, or related activities.

c. Representatives from both parties will meet on a regular basis to ensure progress of scope of work, troubleshoot problems, discuss how training or education expectations are being met and otherwise effect the provisions of this agreement.

5. MODIFICATIONS

a. Modifications to the awarded cooperative 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 the Corps to change this agreement.

b. Revision of budget/program plans: Recipients 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 paying office, etc.

6. SUBAWARD

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, at a minimum, incorporate the provisions in Appendix B to DODGARS Part 22 as applicable.

c. The Recipients acquiring of goods and services needed to carry out the program is not considered a subaward and shall comply with 2 CFR 200 as applicable.

7. STATUTORY AUTHORITY

Funds will be awarded pursuant to 33 U.S.C. § 2339 - Assistance Programs. Pursuant to 33 U.S.C. § 2339(d), this cooperative agreement shall not be considered to be, or treated as being a cooperative agreement to which chapter 63 of title 31 applies.

Through this cooperative agreement, USACE will use a non-Federal public entity or non-profit entity to provide the opportunity for job training and education in natural resources management to participants living within local Willamette Valley communities and help improve participant's skills in developing working relationships and work ethics.

Section B: Award Information

1. Type of Award Instrument –USACE intends to award one cooperative agreement to an applicant determined to best demonstrate the ability to meet the goals and objectives of the NWP Environmental Stewardship Program.

2. Substantial Involvement – USACE manages public land and through this cooperative agreement will provide job training and education in natural resource management to participants in communities near the Willamette Valley Project.. USACE will provide a work site for the recipient's participants to practice stewardship and restoration as well as ecological education and study; frequent interactions with leaders and crew regarding work purposes and methods; guidance in the form of educational presentations and advice and final approval for restoration activities.

3. Estimated Funding – Estimated funding for each award is $35,000. Actual funding will be determined as budgets allow.

4. Period of Performance – The term of the cooperative agreement is anticipated to be one year from the date of award.

Section C: Eligibility Information

1. Eligible Applicants – Non-Federal public entities or non-profits.

2. Cost Sharing – All work under this cooperative agreement is 100% USACE funded.

3. The submitting organization is limited to submission of one application.

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

   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 12 pages single sided or 6-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 local primary and secondary school students and conservation.

      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, and work crew numbers and schedule;
         b. The applicant's plans for transporting work crews 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.

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 09 September 2019, 02:00 p.m. Pacific time. 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-P, 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 the applicant is (1) eligible in accordance with Section C of the announcement; (2) all information required by Section D.2.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 based on the applicant's ability to meet goals and objectives, effectively manage the program, and perform the services (based on the applicant's past performance history performing relevant work). These factors will be rated individually and are of equal importance.

1) Program Goals and Objectives – The applicant's proposal will be evaluated for the applicant knowledge and understanding of the goals and objectives included in Section A of this announcement. NWP will review how well the applicant's goals align with NWP's goals and objectives. In addition, NWP will review the applicant's experience with relevant services that have similar goals and objectives.

2) Program Management – The applicant's proposal will be evaluated based on the applicant's ability to effectively manage the program in terms of manpower, recruiting, administration, and quality control. The Government will consider:
   - How well the applicant's plan for recruitment will meet the description of services outlined in Section A of this announcement.
   - The applicant's ability to provide work crews to the Willamette Valley project sites, to include the applicant's plan to transport work crews to and from the site.
   - The applicant's ability to effectively supervise the work crews and perform quality control over the program.
   - Whether the applicant has the necessary supplies and equipment to perform work described in Section A of this announcement.

- The applicant's ability to successfully execute training programs for local primary and secondary school students.

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 complexity to the program, ii) history of meeting reporting requirements under Federal grants and cooperative agreements, and iii) extent and quality to which the applicant adequately documented and/or reported the 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 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:	09 August 2019
Announcement Due Date:	09 September 2019
Estimated Award Date:	16 September 2019

Section F: 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 and National Policy Requirements

The cooperative agreement(s) 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 the cooperative agreement, the recipient will be required to submit one performance progress report as stipulated in the terms and conditions of the final (award) 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: Agency Contact

Patrick Collins
Grants and Agreements Specialist, Contracting Division
E-mail: Patrick.P.Collins@usace.army.mil
Tel: 503-808-4594

US Army Corps of Engineers, Portland District
Attn: CECT-NWP, Grants and Agreements Specialist
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.
2. A preaward notice identifying a proposal was successful does not obligate the Government to make an award and the Government will not reimburse any pre-award costs incurred in anticipation of an award.
3. Responses should reference Program Announcement W9127N-19-2-0011.
4. Questions regarding the proposal submission should be submitted no later than 11 September 2019, 10:00am. Questions received after this date may not be answered.

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

(ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

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

(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 _____2019.

_____

[fill in name and address of attorney]

ATTACHMENT B – PAST PERFORMANCE

W9127N1920011

Submit No More than Three

N Natural Resource Management (NRM) Education and Training of local primary and secondary school students in a Natural Resource Management Crew Setting

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:	