UNITED STATES DEPARTMENT OF THE INTERIOR
Bureau of Land Management

FUNDING OPPORTUNITY ANNOUNCEMENT
for
Federal Financial Assistance

FUNDING OPPORTUNITY TITLE:
CESU – BLM - WO280, Abandoned Mine Lands (AML) Program – Biological Assistance for Abandoned Mine Adit/Shaft Closures in the Western United States.

FUNDING OPPORTUNITY NUMBER:
L15AS00070

ANNOUNCEMENT TYPE:
Request for Applications
Issued (Date): 1 April 2015

Modification No. 00
Issued (Date)

CFDA NUMBER & TITLE:
15.236 - Environmental Quality and Protection Resource Management (Climate Change)

LEGISLATIVE AUTHORITY:
FEDERAL LAND POLICY AND MANAGEMENT ACT OF 1976, 43 USC 1737, Public Law 94-579, as amended. Section 1737.

DEADLINE FOR SUBMISSION OF APPLICATIONS:
31 May 2015, 17:00 Local Time

BLM
Bureau of Land Management—Financial Assistance

CONTACT INFORMATION:
Name, Eddie W Bell Jr, Grants Management Specialist
Telephone: 602-417-9268, Email: ebell@blm.gov

A. PROGRAM DESCRIPTION

1. Authority

This Bureau of Land Management (BLM) Federal Financial Assistance Funding Opportunity is being announced under the following legislative authority:

FEDERAL LAND POLICY AND MANAGEMENT ACT OF 1976, 43 USC 1737, Public Law 94-579, as amended. Section 1737. Implementation provisions. (b) Contracts and cooperative agreements. Subject to the provisions of applicable law, the Secretary may enter into contracts and cooperative agreements involving the management, protection, development, and sale of public lands

FISH AND WILDLIFE CONSERVATION AND WATER RESOURCES DEVELOPMENTS COORDINATION ACT, as amended, Public Law 85-624, 16 U.S.C. 661, which states, "Such areas as are made available to the Secretary of the Interior for the purposes of sections 661 to 666c of this title, pursuant to sections 661 and 663 of this title or pursuant to any other authorization, shall be administered by him directly or in accordance with cooperative agreements entered into pursuant to the provisions of section 661 of this title and in accordance with such rules and regulations for the conservation, maintenance, and management of wildlife, resources thereof, and its habitat thereon, as may be adopted by the Secretary in accordance with general plans approved jointly by the Secretary of the Interior and the head of the department or agency exercising primary administration of such areas:"

2. Description of Program and/or Project

a. Background:

The Cooperative Ecosystem Studies Units (CESU) Network is a national consortium of federal agencies, academic institutions, tribal, state, and local governments, nongovernmental conservation organizations (300 partners).

The Cooperative Ecosystem Studies Unit (CESU) is a cooperative network, transcending political and institutional boundaries, which creates innovative opportunities for research, education, and technical assistance in support of the management and stewardship by partner agencies of the natural, cultural, and social resources.

The CESU has a unique collaborative relationship with research scientists, end users of research products, the public, and educators who are trained to bridge the gap between researchers, science users and educators.

The AML program is responsible for the closures of thousands physical safety hazards at abandoned mine shafts and adits across the western United States. These hazards need to be controlled to ensure public safety, but abandoned mines provide critically important habitat for more than half of the 46 bat species in the United

States. The conservation of bats is extremely important to proper ecosystem function due to their role in pollination, as seed dispersers, and as primary predators of night-flying insects, including many harmful crop pests. BLM-administered lands, particularly in the western U.S., provide essential habitat for more than 80% of the bat species known from the U.S., including endangered species. Oftentimes, the identified physical safety hazard is temporarily closed until biological clearances are completed. The added workload and required expertise for these types of clearances on BLM biologists seriously increases the timeframe from which these public safety hazards can be controlled or closed. Biologists who specialize in bats and underground entry can efficiently assist the AML program with the biological clearances, training, and other tasks for which they are equipped, to support the federal agencies throughout the lifecycle of the AML program. Desired Outcomes may include, but are not limited to, wildlife surveys and reports, research papers, AML and bat education and awareness outreach materials, consultation and assistance in wildlife compatible adit/shaft closures, technical assistance, training, and workshop(s).

The BLM's AML program at the Washington Office and Bat Conservation International were in a successful five-year assistance agreement L09AC15886 from September 2009 to 2014. Over 1,493 AML features were surveyed and during that time and no accidents occurred. Of the 1,493 features surveyed, 170 were recommended for bat compatible gates and other management recommendations for those features were provided. BCI also worked closely with State AML programs and external partners to meet the goals of that agreement – public safety and bat conservation. In addition to on-the-ground work, BCI managed the graduate research project focused on bat habitat and radon concentrations at abandoned uranium mines.

b. Objectives:

Wildlife surveys of abandoned mine features, specifically of bat species, of hazardous abandoned mine features (e.g. adits and shafts) that are scheduled to be remediated.

Consultation and assistance in wildlife compatible closures for the remediation of AML features. Assistance with the installation of the wildlife compatible closures may also be provided.

Research to assist the BLM in understanding bats in mines and closure impacts, best management practices, and other topics identified through the application of this agreement.

Technical assistance, training, and other tools will be developed to assist BLM staff with the evaluation of proposed AML program actions. The assistance and tools will help the BLM to assess bat resources and to implement proactive conservation

actions and adaptation strategies to ensure the short and long-term conservation of bat habitats and populations.

AML and bat education and awareness outreach materials will be developed to communicate within the BLM and to partners and the public about the importance of bat resources on AMLs/public lands and to encourage cooperative efforts to conserve bat habitats and populations.

National Abandoned Mines and Bats Workshop to be organized. Partners, cooperating agencies to meet and discuss AMLs and Bats (similar to the 2002 meeting).

c. Public Benefit:

The public benefit to this partnership is enhanced public safety while conserving bat habitat. Other benefits include biological data collection (species presence, habitat use, etc.) and at a larger scale it ensures species persistence, biological diversity, and ecosystem stability.

3. Program/Project Performance Goals

The project goals are to assist the BLM AML specialists in assessing the biological components in the activities of the AML program; especially those activities related to addressing the public safety risks on BLM managed public lands. M1G1S1.15- Percent of sites (acres) reclaimed or mitigated from the effects of degradation from past mining. (Bureau Measure); program element: BH and/or HP. Each specific project undertaken under this agreement will have specific performance goals to be determined at the time of project proposal. Units reported will be determined by the field office AML staff.

B. FEDERAL AWARD INFORMATION

1. Award Instrument

a. Successful applicants will be awarded as a Cooperative Agreement.

b. If a cooperative agreement is used, substantive Bureau of Land Management (BLM) involvement will consist of the following: The BLM Program Officer (PO) will collaborate with the recipient's Project Manager/Principal Investigator (RPM/PI) to manage all stages of project development, implementation, and evaluation. The recipient and the BLM will share responsibility for project management, control, and direction, however the BLM will have the right to intervene by modifying the project management plan if the project is not staying on schedule and/or technical issues arise. There will also be substantive BLM programmatic involvement by providing a crew leader and technician that will

work daily side by side with recipient on all projects, and be providing project orientation and hands-on training. BLM would like to collaborate with a recipient to share responsibility for project management, control, and direction although BLM will have the right to intervene by modifying the project management plan, if project is not staying on schedule, technical issues arise, etc. In addition, BLM and the collaborating recipient will communicate weekly to discuss progress and track project outcomes; review any training needs; and then make a decision what direction to take in finalizing project or moving to the next phase. Each project would be coordinated through the BLM and recipient point of contacts (POC) to specify what each agency's roles and responsibilities are for that restoration project.

2. Expected Number of Awards
One (1) Cooperative Agreement

3. Total Funding Expected to be Awarded through this Announcement
$5,000,000.00

4. Expected Individual Award Amounts
$100,000.00

5. Anticipated Start Date
15 June 2015

6. Anticipated Period of Performance (five (5) years maximum)
From: June 2015
To: May 2020

7. No Obligation to Award
The BLM is under no obligation to award funds for this project. Only BLM Grants Management Officers (GMO) may obligate funds for financial assistance.

C. ELIGIBILITY INFORMATION

1. Eligible Applicants
The following types of entities are eligible to apply for award under this announcement. Failure to meet eligibility requirements will result in precluding the BLM from making an award. Eligible applicant types are:

- Any CESU Member may apply.

2. Cost Sharing or Matching

This program has no cost sharing or matching requirements**.**

3. Other Eligibility Restrictions
None

D. APPLICATION AND SUBMISSION INFORMATION

1. Application Package
This announcement includes all information, documents, and electronic addresses needed to submit an application through www.Grants.gov. Paper copies may be requested by contacting the individual(s) listed on the application coversheet.

2. DUNS Number and SAM Registration
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:

a. Provide a valid DUNS number (Dun & Bradstreet Universal Numbering System) on its application. DUNS numbers are nine-digit numbers established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. DUNS numbers may be obtained free of charge from Dun & Bradstreet, Inc., at: http://fedgov.dnb.com/webform or by calling them at (877) 930-5228.

b. Be registered in SAM (System for Award Management, www.SAM.gov) before submitting its application. SAM is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is no fee to register at this site. Register in the System for Award Management (SAM) at: http://www.sam.gov.

c. Continue to maintain an active SAM registration with current information at all times during which the applicant has an active Federal award or an application or plan under consideration by a Federal awarding agency.

3. The Application Package
Applications must include all required Standard Forms (SF) shown below, a Proposal (Attachment A), a Budget Detail (Attachment B), and a copy the applicant's approved federal agency Negotiated Indirect Cost Rate Agreement (NICRA), if applicable. Non-governmental organizations that have not previously received award funds or have not had an active award within 3 (three) years must complete a Financial

Assistance Evaluation Questionnaire. A copy of the questionnaire may be requested by contacting the individual(s) listed on the application coversheet.

***WHAT TO SUBMIT*:**

Form Name and Number	✓
SF-424 Application for Federal Assistance	
SF-424A Budget Information - Non-Construction Programs	
SF-424B Assurances - Non-Construction Programs	
Grants.gov Lobbying Form	
Project Proposal (Attachment A)	
Budget Detail (Attachment B)	
Federal Agency-approved Negotiated Indirect Cost Rate Agreement (NICRA, if applicable)	
Financial Assistance Evaluation Questionnaire (if applicable)	

a. Project Proposal (Attachment A)

1) Attachment B is a suggested project proposal template and may be used when submitting your proposal. The proposal must be no longer than 15 pages, with a type-face no smaller than 11-point, and have at least one (1) inch margins on all sides. The 15 page limit includes all text, figures, references, and vitae, but does not include the Budget Detail (Attachment B).

2) All proposals are confidential.

b. Budget Detail (Attachment B)

1) Use the Budget Detail form (Attachment B) to present the breakdown of your estimated costs by category needed to accomplish project activities. Estimated costs should be described in sufficient detail so that they may be checked for reasonableness. Include a description of any cost share (cash, in-kind, etc.) listed. Lump sum costs are not acceptable in any category, without a detail breakdown of how the cost were arrived out. No profit or fees are allowable.

2) Budget details should be broken down into the following categories:

(a) Personnel Costs. Salaries or wages of employees working directly on this agreement project, indicate program manager and other key personnel by name and title. Other personnel may be indicated by title alone. For all positions, indicate salaries or wages and estimated hours or percent of time to be spent on the agreement.

(b) Fringe Benefit Costs. The costs of fringe benefits of employees working directly on this agreement project. Indicate rates/amounts, what costs are included in this category, and the basis of the rate computations. Federally approved rate agreements are acceptable for compliance with this item.

(c) Travel Costs. The estimated costs for travel related to agreement activities. Include the purpose of trip, destination, number of persons traveling, length of stay, and all travel costs including airfare, per diem, lodging, and miscellaneous travel-related expenses. For local travel, include mileage and rate of compensation. If applicable, indicate that the costs are per your organization's written travel policy. Current Federal per diem rates (the maximum allowances that federal employees are reimbursed for expenses incurred while on official travel) may be found at http://www.gsa.gov/portal/content/104877.

(d) Equipment Costs. Equipment is defined as expendable tangible personal property having a useful life of more than one (1) year and an acquisition cost of more than $5,000.00, or a value which reaches the capitalization threshold level established by the organization for financial statement purposes.

(e) Supply Costs. The costs of consumable supplies and materials to be used for agreement activities. List each item and quantity individually.

(f) Contractual Costs. Include estimated costs of proposed professional and technical consultants and contractors participating on the project. Identify all work that will be accomplished, including a breakdown of all tasks to be completed, and a detailed budget estimate of time, rates, supplies, and materials that will be required for each task. Any changes or additions will require a request for approval. Procurement procedures must comply with 2 CFR Parts 200.317 through 200.326.

(g) Construction Costs. The cost of any construction directly related to the project activities.

(h) Other Costs. The cost of items not listed above and which do not fit in any other category, such as the cost of duplicating and printing, equipment rental, postage, etc. No profit or fee will be allowed.

(i) Total Direct Costs. The sum of categories (a) through (h).

(j) Indirect Costs.

(1) If indirect costs will be charged to the project, complete this section and show the proposed rate, cost base, and proposed amount for allowable indirect costs. It is not acceptable to simply incorporate indirect rates within other direct cost line items.

(2) Include a copy of any federally approved negotiated indirect cost rate agreement (NICRA).

(3) If your organization has never had a NICRA, the BLM Grants Management Officer (GMO) may allow an indirect cost rate of up to 10% of your base modified total direct costs (MTDC). MTDC includes all salaries and wages, fringe benefits, materials and supplies, services, travel, and subgrants and subcontracts up to the first $25,000 of each. Include the computational basis for the indirect expense pool and corresponding allocation base for your rate.

(4) Information on obtaining a NICRA, "Preparing and Submitting Indirect Cost Proposals," is available from the Department of the Interior, National Business Center, Indirect Cost Section, at http://www.aqd.nbc.gov/services/ICS.aspx.

(k) Total Costs. The total of both direct and indirect costs estimated to be expended on this agreement's activities.

4. Submission Dates and Times

See announcement cover sheet for the deadline (31 May 2015 @ 17:00) for submission of applications. Applications must be received by the BLM prior to the posted deadline. Any application received after the deadline for submission may not be considered for award unless it can be determined the delay was caused by Federal government mishandling.

5. Application Submission via www.grants.gov

The Bureau of Land Management participates in the Grants.gov initiative which provides the Grant Community with a single website, www.grants.gov, to search for and apply for all federal grant opportunities.

a. All applicants should register at www.Grants.Gov and all applications should be submitted electronically through www.Grants.gov unless other arrangements are made and approved of in advance of the submission deadline. If you have any questions or problems with the registration or application submission process, contact the Grants.gov Help Desk at 1-800-518-4726, or go to http://www.grants.gov/web/grants/support/technical-support/troubleshooting.html for online help.

b. Applications submitted through www.Grants.gov are considered to be electronically signed applications.

E. APPLICATION REVIEW INFORMATION

1. Application Screening

Applications and proposals submitted in response to this funding opportunity announcement will be screened to determine they meet basic eligibility, completeness, and timeliness requirements (see D. APPLICATION AND SUBMISSION INFORMATION) before being reviewed for risk and merit.

2. Basic Eligibility Screening

a. Applications will be screened by the Grants Management Officer to ensure that applications meet basic eligibility requirements. Depending on the specifics of the opportunity, screening may include, but is not limited to, the following:

1) Program and/or legislative authority requirements are met;

2) Submission is timely;

3) Complete and properly executed SF-424 application package documents (see D. APPLICATION AND SUBMISSION INFORMATION) are included;

b. Applications must satisfy basic eligibility screening requirements to be considered for further review.

3. Risk Management and Merit Review Evaluation

a. Risk Management.

1) The BLM uses a risk-based approach to evaluate the risk posed by supporting applicants' projects before it awards Federal funds.

2) Prior to making a Federal award, the BLM is required to review information available through OMB-designated eligibility and/or financial

integrity databases, such as the Federal Awardee Performance and Integrity Information System (FAPIIS). The BLM considers factors such as:

(a) Financial stability;

(b) Quality of management systems;

(c) History of performance managing Federal awards, timeliness of compliance with reporting requirements, conformance to the terms and conditions of previous Federal awards, etc.;

(d) Reports and findings from audits performed; and

(e) The applicant's ability to effectively implement statutory, regulatory, or other requirements imposed on non-Federal entities.

3) If the BLM determines that a Federal award will be made, special conditions that correspond to the degree of risk assessed may be applied to the Federal award.

b. Merit Review Evaluation. Eligible applications will be evaluated in an objective and unbiased manner using the following merit review criteria using numerical scoring based on a 100 point maximum score.

Evaluation Criteria	**Merit Indicators**	**Score (max):**
1. Purpose and Objectives		
a. Describe the applicant's mission and objectives	Aligns with the goals of the agreement and BLM;s mission; especially public safety and conservation	
b. How this project will provide a benefit to the public	Demonstrates understanding of how the work ensures public safety and conservation of bats (and other wildlife uses of abandoned mines)	
	Score:	**10**

2. Technical Approach		
a. Describe how the proposed objectives will be achieved.	Demonstrate understanding of the program goals.	
b. Detail development of the project plans	Demonstrate understanding of BLM's organization.	
c. Describe the tasks and relationships of the partners		
d. Detail any significant milestones and how they'll be measured		
e. Describe the techniques, processes, methodologies to be used	White-nose syndromeand an underground entry safety protocol must be mentioned.	
f. Detail the data collection, analysis, and means of interpretation	Mention of GPS and metadata, system back-ups, and availability of data to BLM and partners. Records statistics on number of AML features entered, surveys, etc.	
g. Describe how the work will be accomplished within the proposed period of performance		
	Score:	**45**
3. Qualifications, Experience, Past Performance		
a. List key project personnel and their contact information		
b. Describe their responsibilities, time to be dedicated to the project, and how their experience and qualifications are appropriate to success of the project		
c. List contractors and consultants, and their qualifications		
	Score:	**45**

4. Budget This area will be reviewed by the GMO upon initial review for compliance		
a. Budget details and narrative must provide adequate explanation of, and justification for, each estimated cost		
b. Budget line items must be allowable, allocable, reasonable in price, and appropriate for the level of effort needed to accomplish the project		
c. Requested equipment must be justified and necessary for completion of the project		
d. Cost Sharing/Matching funds must not come from Federal funds		
	Score:	**0**
	TOTAL SCORE:	**100**

4. Application Selection Process

a. Applications eligible for merit review will be evaluated by an ad hoc evaluation team assembled to review, rate, rank, and recommend applications for award using the above evaluation criteria. Evaluation teams are made up of two or more qualified personnel familiar with the program and who have been certified to have no conflict of interest with any persons or organizations applying for award.

b. Reviews are treated as confidential documents. Once award decisions are made, applicants may request in writing a written summary of the evaluation of their application/proposal.

F. FEDERAL AWARD ADMINISTRATION INFORMATION

1. Uniform Guidance (Effective December 26, 2014)

On December 26, 2013, the Office of Management and Budget (OMB) published its Final Rule for the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards with guidance for agency implementation (see 2 CFR Part 200 and Federal Register Volume 78, No. 248). The Uniform Guidance streamlines the Federal Government's administrative requirements, cost principles, and audit requirements for Federal awards including grants and cooperative agreements. The Uniform Guidance supersedes OMB Circulars A-21, A-87, A-110, and A-122; Circulars A-89, A-102, and A-133; and the guidance in Circular A-50, Audit Follow-up.) The Uniform Guidance provides a government-wide framework for Federal awards management, and is a key component of a larger Federal effort to more effectively focus Federal resources on improving Federal awards performance and outcomes while ensuring the financial integrity of taxpayer dollars in partnership

with non-Federal stakeholders. This OMB guidance reform will reduce the administrative burden for non-Federal financial assistance recipients while reducing the risk of waste, fraud and mismanagement.

2. Federal Award Notices

a. Any award made from this announcement will be based on the application submitted to, and as approved by, the Department of the Interior, Bureau of Land Management, and will be regulated by OMB's Uniform Guidance, 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

b. Acceptance. Acceptance is defined as the start of work, drawing down of funds, or accepting the award via electronic means. Costs may not be incurred before the effective date listed on the award. Acceptance of a Federal Financial Assistance award from the Department of the Interior, Bureau of Land Management, carries with it the responsibility to be aware of, and comply with, the administrative and national policy requirements and terms and conditions of award.

3. Reporting

Periodic submission of Federal Financial reports (SF-425), Performance/Progress reports, and Youth Employment reports (if applicable) will be required under this financial assistance agreement. Submission of financial and performance/progress reports may be required either quarterly, semi-annually, or annually. Submission of youth employment reports (if applicable) is required quarterly.

4. Administrative and National Policy Requirements

a. Office of Management and Budget Guidance for Grants and Agreements. By accepting additional Federal funding under the current Federal assistance, your organization agrees to abide by the applicable OMB Guidance for Grants and Agreement in the expenditure of Federal funds and performance under this program. OMB guidance is available at the following web site: http://www.ecfr.gov/cgi-bin/text-idx?SID=954b81d94bf127c6de3c76a3c99d8d9f&tpl=/ecfrbrowse/Title02/2subtitleA.tpl

b. Administrative Requirements.

1) 2 CFR Part 200 Subparts A through D - Uniform Administrative Requirements and Cost Principles.

2) 2 CFR Part 200 Subpart F - Audit Requirements. Non-Federal entities that

expend $750,000.00, or more, in federal awards in a single year shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and revised OMB Circular A-133, available at: http://www.whitehouse.gov/omb/circulars_default.

3) Indirect Facilities and Administration (F&A) Costs.

(a) 2 CFR Part 200.414 - Indirect (F&A) Costs

(b) 2 CFR, Appendix III to Part 200 - Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Institutions of Higher Education (IHEs)

(c) Appendix IV to Part 200 - Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations

(d) Appendix V to Part 200 - State/Local Government-wide Central Service Cost Allocation Plans

(1) The provisions of 2 CFR 200.414(c) require Federal agencies to accept federally negotiated indirect cost rates. The BLM has applied the following policies, procedures and general decision-making criteria for deviations from negotiated Indirect Cost Rates for financial assistance programs and agreements.

(2) Distribution Basis. For all deviations to the Federal negotiated indirect cost rate, including statutory, regulatory, programmatic, and voluntary, the basis of direct costs against which the indirect cost rate is applied must be:

(i) The same base identified in the recipient's negotiated indirect cost rate agreement, if the recipient has a federally negotiated indirect cost rate agreement; or

(ii) The Modified Total Direct Cost (MTDC) base in cases where the recipient does not have a federally negotiated indirect cost rate agreement or, with prior approval of the Awarding Agency, when the recipient's federally negotiated indirect cost rate agreement base is only a subset of the MTDC (such as salaries and wages) and the use of the MTDC still results in an overall reduction in the total indirect cost recovered. MTDC is the base defined by 2 CFR 200.68, "Modified Total Direct Cost (MTDC)."

(iii) In cases where the recipient does not have a federally negotiated indirect cost rate agreement, under no circumstances will the Department use a modified rate based upon Total Direct Cost or other base not identified in the federally negotiated indirect cost rate agreement or defined within 2 CFR 200.68. The purpose of this restriction is to ensure that the reduced rate is applied against a base that does not include any potentially distorting items (such as pass-through funds, subcontracts in excess of $25,000, and participant support costs) and is based on the requirements outlined in 2 CFR 200.68; 2 CFR 200.414(f); 2 CFR 200 Appendix III, Section C.2.; 2 CFR 200 Appendix IV, Section B.3.f.; and Appendix VII, Section C.2.c.

(3) Indirect Cost Rate Reductions Used as Cost-Share. Instances where the recipient elects to use a rate lower than the federally negotiated indirect cost rate, and uses the balance of the unrecovered indirect costs to meet a cost-share or matching requirement required by the program and/or statute, are not considered a deviation from 2 CFR 200.414(c) as the federally negotiated indirect cost rate is being applied under the agreement in order to meet the terms and conditions of the award.

c. Program Legislation and/or Regulations.

5. Standard Award Terms and Conditions

a. Code of Federal Regulations/Regulatory Requirements, as applicable (contact your program officer with any questions regarding the applicability of the following):

1) 2 CFR Part 25, *Universal Identifier and System of Award Management*

2) 2 CFR Part 170, *Reporting Subawards and Executive Compensation*

3) 2 CFR Part 175, *Award Term for Trafficking in Persons*

4) 2 CFR Part 1400, *Government-wide Debarment and Suspension (Non-procurement)*

5) 2 CFR Part 1401, *Requirements for Drug-Free Workplace (Financial Assistance)*

6) 43 CFR 18, *New Restrictions on Lobbying*: Submission of an application also represents the applicant's certification of the statements in 43 CFR Part 18, Appendix A, *Certification Regarding Lobbying*.

7) 41 USC §4712, *Pilot Program for Enhancement of Recipient and Sub-recipient Employee Whistleblower Protection*: This requirement applies to all awards issued after July 1, 2013 and shall be in effect until January 1, 2017.

8) 41 USC §6306, *Prohibition on Members of Congress Making Contracts with Federal Government*: No member of or delegate to the United States Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public's general benefit.

9) Executive Order 13513, *Federal Leadership on Reducing Text Messaging while Driving*: Recipients are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in section 3(a) of the order.

b. Funding.

1) Awards shall be funded subject to availability of BLM funding. Initial funding does not guarantee additional funding in subsequent years.

2) Once the grant or cooperative agreement is signed by a BLM Grants Management Officer (GMO), funding is obligated and the recipient may incur approved costs beginning on the effective date of the award and as specified in their submitted and approved budget.

c. Payment Mechanism. BLM requires the use of the United States Department of the Treasury, Financial Management System, Automated Standard Application for Payment system (ASAP). The ASAP system (https://www.asap.gov) is a recipient-initiated, on-line payment and information system. The timing and amount of cash advances shall be as close as is administratively feasible to the actual disbursements by the recipient organization for direct program or project reimbursable costs and the proportionate share of any allowable indirect costs.

d. Conflicts of Interest. The Recipient must establish safeguards to prohibit its employees and sub-recipients from using their positions for purposes that constitute or present the appearance of a personal or organizational conflict of interest. The Recipient is responsible for notifying the Grants Management Officer (GMO) in writing of any actual or potential conflicts of interest which may include, but are not limited to, direct or indirect financial interests, close personal relationships, positions of trust in outside organizations, consideration of future employment arrangements with a different organization, or decision-

making affecting the award that would cause a reasonable person with knowledge of the relevant facts to question the impartiality of the recipient and/or recipient's employees and sub-recipients in the matter.

6. Special Award Terms and Conditions:

a. Liability, Insurance, and Indemnification. Recipients of awards arising from this announcement will be required to agree to the following:

1) Liability. The BLM assumes no liability for any actions or activities conducted under this agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act, 28 USC 2671.

2) Insurance. The recipient will be required to (1) obtain liability insurance or (2) demonstrate present financial resources in an amount determined sufficient by the Government to cover claims brought by third parties for death, bodily injury, property damage, or other loss resulting from one or more identified activities carried out in connection with this financial assistance agreement.

3) Insured. The federal government shall be named as an additional insured under the recipient's insurance policy.

4) Indemnification. The recipient hereby agrees:

(a) To indemnify the federal government, Bureau of Land Management (BLM), from any act or omission of the recipient, its officers, employees, or (members, participants, agents, representatives, as appropriate) (1) against third party claims for damages arising from one or more activities carried out in connection with this financial assistance agreement and (2) for damage or loss to government property resulting from such an activity, to the extent the laws of the State where the recipient is located permit. This obligation shall survive the termination of this agreement.

(b) To purchase public and employee liability insurance at its own expense from a responsible company or companies with a minimum limitation of one million dollars ($1,000,000.00) per person for any one claim, and an aggregate limitation of three million dollars ($3,000,000.00) for any number of claims arising from any one incident. The policies shall name the United States as an additional insured, shall specify that the insured shall have no right of subrogation against the United States for payments of any premiums or deductibles due thereunder, and shall specify that the insurance

shall be assumed by, be for the account of, and be at the insured's sole risk. Prior to beginning the activities authorized herein, the recipient shall provide the BLM with confirmation of such insurance coverage. Each policy shall have a certificate evidencing the insurance coverage and identifying the assistance agreement number.

(c) To pay the United States the full value for all damage to the lands or other property of the United States caused by the recipient, its officers, employees, or (members, participants, agents, representatives, agents as appropriate).

(d) To provide workers' compensation protection to the recipient's officers, employees, and representatives.

(e) To cooperate with the BLM in the investigation and defense of any claims that may be filed with the BLM arising out of the activities of the recipient, its agents, and employees.

(f) In the event of damage to or destruction of the buildings and facilities assigned for the use of the recipient in whole or in part by any cause whatsoever, nothing herein contained shall be deemed to require the BLM to replace or repair the buildings or facilities. If the BLM determines in writing, after consultation with the recipient that damage to the buildings or portions thereof renders such buildings unsuitable for continued use by the recipient, the BLM shall assume sole control over such buildings or portions thereof. If the buildings or facilities rendered unsuitable for use are essential for conducting operations authorized under this agreement, then failure to substitute and assign other facilities acceptable to the recipient will constitute termination of this agreement by the BLM.

(e) Flow-down. For the purposes of this clause, "recipient" includes such sub-recipients, contractors, or subcontractors as, in the judgment of the recipient and subject to the Government's determination of sufficiency, have sufficient resources and/or maintain adequate and appropriate insurance to achieve the purposes of this clause.

(f) Identified Activities. All activities carried out in connection with financial assistance arising from this funding opportunity announcement.

b. Recipients must successfully complete an appropriate Defensive Driving Course before operating a Government-owned vehicle (GOV).

c. Recipients must successfully complete appropriate safety and training requirements before operating Government-owned equipment, 4-wheel all-terrain vehicles (ATV) or other Government-furnished property (GFP).

d. Recipient/Sub-recipient Personnel Security and Suitability Requirements.

1) Performance of this grant/cooperative agreement requires recipient/sub-recipient personnel to have a Federal government-issued personal identification card before being allowed unsupervised access to a DOI [facility and/or information system]. The Program Officer will be the sponsoring official, and will make the arrangements for personal identity verification and card issuance.

2) At least two weeks before start of grant/cooperative agreement performance, the recipient will identify all recipient and sub-recipient personnel who will require [physical and/or logical] access for performance of work under this grant/cooperative agreement. The recipient and sub-recipient must make their personnel available at the place and time specified by the Program Officer in order to initiate screening and background investigations. The following forms, or their equivalent, may be used to initiate the credentialing process:

(a) OPM Standard Form 85 or 85P

(b) OF 306

(c) Fingerprint card (local procedures may require the fingerprinting to be done at a police station; in this case, any charges are to be borne by the recipient or sub-recipient, as applicable)

(d) Release to Obtain Credit Information

(e) PIV card application (web-based)

3) Recipient and sub-recipient employees are required to give, and to authorize others to give, full, frank, and truthful answers to relevant and material questions needed to reach a suitability determination. Refusal or failure to furnish or authorize provision of information may constitute grounds for denial or revocation of credentials. Government personnel may contact the recipient or sub-recipient personnel being screened or investigated in person, by telephone or in writing, and the recipient agrees to make them available for such contact.

4) Alternatively, if an individual has already been credentialed by another agency through OPM, and that credential has not yet expired, further clearance may not be necessary. Provide the sponsoring office with documentation that supports the individual’s status.

5) During performance of the grant/cooperative agreement, the recipient will keep the Program Officer apprised of changes in personnel to ensure that performance is not delayed by compliance with credentialing processes. Cards that have been lost, damaged, or stolen must be reported to the Program Officer, Grants Management Officer, and Issuing Office within 24 hours. Replacement will be at the recipient's expense. If reissuance of expired credentials is needed, it will be coordinated through the Program Officer.

6) At the end of grant/cooperative agreement's performance, or when a recipient/sub-recipient employee is no longer working under this grant/cooperative agreement, the recipient will ensure that all identification cards are returned to the Program Officer. Before starting work under this agreement, a National Agency Check (NAC) will be conducted to verify the identity of the individual applying for clearance. Upon successful completion of the NAC process, an identification card will be issued and access granted.

7) Simultaneously, a NAC with Inquiries (NACI) will be initiated to determine the individual's suitability for the position. If the NACI adjudication is favorable, nothing more needs to be done. If the adjudication is unfavorable, the credentials will be revoked. In the event of a disagreement between the recipient and the Government concerning the suitability of an individual to perform work under this grant/cooperative agreement, DOI shall have the right of final determination.

8) This requirement must be incorporated into any sub-grants/cooperative agreements that require sub-recipient personnel to have unsupervised access to a Federally controlled facility for more than 180 calendar days or unsupervised access to a Federally controlled Level 3 or 4 information system.

9) Federal Information Systems Security Awareness Training. Before the recipient, or any of its employees or sub-recipients, are granted access to the BLM Federal computer system they must first successfully complete the U.S. Department of the Interior's (DOI) Federal Information Systems Security Awareness Online Course. This course was designed specifically for users of Federal computer systems. The course is a Web-based training product that explains the importance of Information Systems Security and takes approximately one hour to complete. This course is mandatory for all Department of the Interior employees, contractors, recipients, and all other users of DOI computer resources. Topics covered in the course include: threats and vulnerabilities, malicious code, user

responsibilities, and new developments affecting Information Systems Security.

G. FEDERAL AWARDING AGENCY CONTACTS

For questions, contact one of the individuals listed on the front cover of this announcement.

H. OTHER INFORMATION

Program Officer Contact Info:

District/Office:	Washington Office – WO280
Name:	Erinn Shirley
Address:	20 M St. SE
City, State, & Zip:	Washington, DC 20003
Telephone:	202-912-7132
Email:	eshirley@blm.gov

END
FUNDING OPPORTUNITY ANNOUNCEMENT

[Attachment A]

BUREAU OF LAND MANAGEMENT
WO 280 Office
Grants & Cooperative Agreements

PROJECT PROPOSAL

Instructions: A Project Proposal must be submitted with the Standard Form (SF) 424 Application for Financial Assistance for all Financial Assistance Agreements. A new proposal must be included with any request for modification which involves a revision to funding, project scope, period of performance, or key personnel.

Agreement or Funding Opportunity No.: _____ Date: _____

Organization Name: _____

Project Title: _____

Current Funding Estimated Period of Performance (PoP): **Date of Award*** to _____

Name & Title of Person Submitting Proposal: _____

* If a specific start work date is needed, contact your BLM Program Officer. Do not start work without prior approval from the Grants Management Officer.

1. Purpose, Objectives, and Relevance:

(Describe why the project is needed, the applicant's objectives, how the applicant's objectives support their mission, and how this project benefits the general public.)

2. Technical Approach:

(Describe how the project will be conducted. The project design must contain enough detail to show the development of the project, including the relationship between the partners, milestones, and objectives. Clearly describe the techniques, procedures, and methodologies to be used; the data collection, analysis, and means of interpretation; the expected results and/or outcomes; and the procedures for evaluating project effectiveness, including appropriate performance measures and the probabilities of obtaining them.)

3. Qualifications, Experience, and Past Performance:

(Describe who will carry out the project activities. List all project personnel, including consultants, contractors, sub-recipients, etc., and their contact information. Describe their responsibilities and the amount of time each will dedicate to the project. Briefly describe how their experience and qualifications are appropriate to successfully achieve the stated objectives.)

[Attachment B]

BUREAU OF LAND MANAGEMENT
WO 280 Office
Grants & Cooperative Agreements

BUDGET DETAIL

Instructions: Starting with the same budget amounts as listed on the SF-424A Budget Information form, use this worksheet to show details of the estimated costs. Provide enough information that costs may be analyzed for reasonableness as compared to costs or work of similar size and scope. Use the Narrative boxes as necessary to explain each cost.

Agreement or Funding Opportunity No.: _____ Date: _____

Organization Name: _____

Project Title: _____

A) PERSONNEL (SF-424A Object Class Category 6a.)

The cost of salaries & wages, not including fringe benefits, paid to Recipient employees working directly on this agreement. Indicate Key Personnel with an asterisk (*). Provide more detail in the Narrative Box if needed.

Name & Title or Position Title	Salary or Wage	Months or Hours	Matching Funds (if applicable)	BLM Funds
A) TOTAL PERSONNEL COSTS: (SF-424A Object Class Category 6a. Personnel)			**$**	**$**

Narrative:

B) FRINGE BENEFITS (SF-424A Object Class Category 6b.)

The cost of fringe benefits, such as health insurance, vacation, FICA, etc., paid to Recipient employees working on this agreement. List employees or positions below, and their fringe benefit rates as percentages of their salaries. List what are included as fringe benefits in the Narrative Box.

Name & Title/Position	Salary/Wage Base (BLM Amounts budgeted in Section A above)	Fringe Benefit Rate (%)	Matching Funds (if applicable)	BLM Funds
Example: James Smith, Executive Director	*$20,000.00*	*30%*	*$0.00*	*$6,000.00*
B) TOTAL FRINGE BENEFIT COSTS: (SF-424A Object Class Category 6b. Fringe Benefits)			$	$

Narrative:

C) TRAVEL (SF-424A Object Class Category 6c.)

LODGING & PER DIEM - The cost of lodging & meals while travelling for agreement activities. Give details and purpose of the travel in the Narrative Box. Current Federal rates may be found online at: http://www.gsa.gov/portal/category/21287.

Proposed Travel Lodging & Per Diem		No. of People	No. of Days	Cost Per Person Per Day	Matching Funds (if applicable)	BLM Funds
To: **From:**						
To: **From:**						
To: **From:**						
To: *From:*	*Example: Portland, OR Eugene, OR*	*1*	*2*	*$150.00/ Day*	*$100.00*	*$200.00*

MILEAGE REIMBURSEMENT - The cost of reimbursement for estimated mileage traveled for agreement activities. Give details and the purpose of the travel in the Narrative Box. Current Federal mileage reimbursement rates may be found online at: www.GSA.gov.

Proposed Travel Mileage Reimbursement		No. of Miles	No. of Trips	Cost Per Mile	Matching Funds (if applicable)	BLM Funds
To: **From:**						
To: **From:**						
To: **From:**						
To: *From:*	*Example: Portland, OR Eugene, OR*	*110 Miles*	*2*	*$0.10/ Mile*	*$0.00*	*$22.00*

OTHER TRAVEL COSTS - The costs of airfare, bus fare, car rental, etc., required for agreement activities. Explain the details and the purpose of the costs in the Narrative Box.

Proposed Other Travel Reimbursement		Type	Cost	No.	Matching Funds (if applicable)	BLM Funds
To: **From:**						
To: **From:**						
To: **From:**						

C) TOTAL TRAVEL COSTS: (SF-424A Object Class Category 6c. Travel)	**$**	**$**

Narrative:

D) EQUIPMENT (SF-424A Object Class Category 6d. Equipment)

The cost of equipment (items with a useful life of more than one (1) year and a cost of $5,000+ per unit). Explain the need and purpose of the equipment in the Narrative box below.

Equipment	Quantity	Cost per Unit	Matching Funds (if applicable)	BLM Funds
Example: John Deere Compact Tractor	*1*	*$17,500.00*	*$7,500.00*	*$10,000.00*
D) TOTAL EQUIPMENT COSTS: (SF-424A Object Class Category 6d. Equipment)			**$**	**$**

Narrative:

E) SUPPLIES (SF-424A Object Class Category 6e. Supplies)

The cost of materials and supplies used directly on this project, such as safety glasses, work gloves, office supplies, etc. Explain the details and purpose in the Narrative box below.

Item	Quantity	Cost per Unit	Matching Funds (if applicable)	BLM Funds
Example: Work Gloves, Leather	*6*	*$10.00/Pair*	*$50.00*	*$10.00*
E) SUPPLIES COST TOTAL: (SF-424A Object Class Category 6e. Supplies)			**$**	**$**

Narrative:

F) CONTRACTUAL (SF-424A Object Class Category 6f. Contractual)

The cost of contracted services and/or sub-recipient agreements. Provide names and explain the details and purpose of the costs in the Narrative box below. NOTE: Contracts must be competed per the Uniform Administrative Rules.

Contractor Name, Type, etc.	Cost	Matching Funds (if applicable)	BLM Funds
Example: Ace Backhoe Service / Excavator	*$2,500.00*	*$0.00*	*$2,500.00*
F) CONTRACTUAL COST TOTAL: (SF-424A Object Class Category 6f. Contractual)		**$**	**$**

Narrative:

G) CONSTRUCTION COSTS (SF-424A Object Class Category 6g. Construction)

The cost of construction.

Contractor: Name/Type/Organization/Etc.	Cost	Matching Funds (if applicable)	BLM Funds
****** NOT APPLICABLE ******			
G) CONTRUCTION COST TOTAL: (SF-424A Object Class Category 6g. Construction)		$ N/A	$ N/A

Narrative:

H) OTHER (SF-424A Object Class Category 6h. Other)

Costs that don't fit any other Object Class Category, such as duplicating and printing, postage and freight, rented equipment, etc. Explain the details and purpose in the Narrative box below.

Item	Cost	Matching Funds (if applicable)	BLM Funds
Example: Ace Equipment Rental (Post-Hole Digger, 4 Days)	*$25/Day*	*$0.00*	*$100.00*
H) OTHER COSTS TOTAL: (SF-424A Object Class Category 6h. Other)		**$**	**$**

Narrative:

I) TOTAL DIRECT CHARGES (SF-424A Object Class Category 6i. Sum of 6a.-6h.)

The total of all direct costs applicable to this project.

Direct Costs	Matching Funds (if applicable)	BLM Funds
I) TOTAL DIRECT COSTS: (SF-424A Object Class Category 6i. Total, Sum of 6a.-6h.)	**$**	**$**

J) INDIRECT COSTS (SF-424A Object Class Category 6j. Indirect Charges)

Costs which can't be readily identified and charged to a particular project, such as building rent, utilities, miscellaneous office supplies, etc. Such costs are usually charged to the project as a percentage of some or all of the Direct Costs (Items I above). This percentage is called the Indirect Cost Rate.
Note: If your organization has a negotiated indirect cost rate agreement (NICRA) with a federal agency, please use that rate and submit a copy with your application. If your organization has no NICRA, the BLM Grants Management Officer may allow an indirect cost rate of up to 10% of the base modified total direct costs (MTDC). MTDC is all salaries and wages, fringe benefits, materials and supplies, services, travel, and subgrants and subcontracts up to the first $25,000 of each. Use the Narrative box below to explain how you calculated your indirect costs.

Base amount for this Grant: (Total Direct Costs, Total Labor Costs, MTDC, etc.)	$
Rate to be used on this Grant (%):	

Indirect Costs	**Matching Funds** (if applicable)	**BLM Funds**
J) TOTAL INDIRECT COSTS: (SF-424A Object Class Category 6j. Indirect Charges)	**$**	**$**

Narrative:

K) TOTALS (SF-424A Object Class Category 6k. TOTALS)

The sum total of Direct and Indirect Costs (Sum of 6i. & 6j.) applicable to this agreement.

Total Project Costs	**Matching Funds** (if applicable)	**BLM Funds**
K) TOTAL COSTS: (SF-424A Object Class Category 6k. TOTALS)	**$**	**$**

By signing below, I certify that to the best of my knowledge the costs detailed above are correct and complete and for the purposes set forth in the application for Federal Assistance.

Signature

Printed Name & Title of Person Completing Budget

Rev 01/2015