U.S. Department of the Interior
National Park Service

Financial Assistance
Notice of Funding Opportunity (NOFO)

Program Title	Battlefield Preservation Planning Grants
Notice of Funding Opportunity Number:	P21AS00206
Announcement Type:	Initial
CFDA Number:	15.926

Issue Date:	11/13/2020		
Application Due Date:	02/12/2021	Time AM/PM Zone:	11:59 PM ET

Agency Contact Information		Questions and Requests	
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Section A: Program Description

Federal Agency Name: Department of the Interior, National Park Service

Funding Opportunity Title: Battlefield Preservation Planning Grants

Funding Opportunity Number: P21AS00206

Catalog of Federal Domestic Assistance (CFDA) Number: 15.926

Legislative Authority: 54 U.S.C. § 308102

Federal Regulations: 2 CFR § 200 and 2 CFR § 1402

Other Authority: Executive Order 13933

Program Background Information and Objectives:
The National Park Service's American Battlefield Protection Program (NPS ABPP) assists citizens, public and private institutions, and governments in planning, interpreting, and protecting sites where historic battles were fought on American soil during the armed conflicts that shaped the growth and development of the United States.

Battlefield Preservation Planning Grants support planning, interpreting, and preserving battlefields and sites associated with armed conflicts by providing financial assistance to conduct activities such as those listed in Section C of this Funding Opportunity. These grants are funded by direct appropriation and administered by the National Park Service through NPS ABPP. All grant funds are awarded through a competitive merit review process to eligible entities, including state, local, and tribal governments, other public entities, educational institutions, and nonprofit organizations.

Successful applicants typically emphasize partnerships and collaboration among diverse stakeholders in all phases of their projects. Stakeholders, potential partners, and collaborators can include, but are not limited to landowners, descendant communities, Indian tribes, State and Tribal Historic Preservation Offices, and non-profit organizations. NPS ABPP encourages proposals that explore the full diversity of the American experience by including merit review criteria that allocate points for the identification and preservation of underrepresented sites and stories of armed conflict.

As the nation approaches the 250th anniversary of the Declaration of Independence in 2026, NPS ABPP encourages projects that promote and expand preservation as well as enhance our understanding of the origins of the United States. Special thematic priority will be given to applications that address the histories and legacies of those who experienced the armed conflicts that led to American independence (for example, the "Pueblo Revolt", the American Revolutionary War, or "Nat Turner's Rebellion"), and that preserve associated historic sites as a living part of community life and development.

Secretary of the Interior Priorities:
This program supports the following Secretary of the Interior Priorities:

- "Foster relationships with conservation organizations advocating for balanced stewardship and use of public lands."
- "Expand the lines of communication with Governors, state natural resources offices, Fish and Wildlife offices, water authorities, county commissioners, Tribes, and local communities."

The program supports the priorities listed above by providing financial and technical assistance to conservation or preservation organizations as well as state, local, and tribal governments for projects and partnerships related to local and regional community needs and interests. Grant funds support battlefield planning, interpretation, and protection projects.

Section B: Federal Award Information

Anticipated Federal Funding:
The amount of funding available per award for this NOFO will be determined once final FY-2021 appropriations have been made. This NOFO will be cancelled if FY-2021 appropriations are insufficient to support new awards.

Non-Federal Entity Cost Share:
Non-Federal cost share is not required for this agreement and will not be used as a factor in the merit review of applications under this announcement.

Estimated Number of Agreements to be Awarded:
Based on prior year data, NPS anticipates approximately 20 agreements under this NOFO. The actual number of awards will depend on the number of meritorious applications and the availability of appropriated funds.

Estimated Amount of Funding Available Per Award:
The amount of funding available per award for this NOFO will be determined as part of the application review process based on applications received and funding made available through appropriations. Based on prior year data, NPS anticipates an estimated range of $30,000.00 to $150,000.00 for most awards.

Anticipated Start Date:
Projects receiving funding through this NOFO will start once funding has been secured and awards have been made. Pre-award costs are not allowable unless specified in the written grant agreement.

Anticipated Term of the Agreement:
Agreement terms for funded projects are estimated to last two years, depending on the negotiated project statement of work. However, applicants may propose a three-year term if access to the project site or necessary resources (archives, laboratories, etc.) are affected by the COVID-19 pandemic and will require an extended timeline for the scope of work. Agreements are not effective until fully executed with signature from the NPS Financial Assistance (FA) Awarding Officer.

Type of Agreement:
Consistent with 31 U.S.C. § 6304:

An executive agency shall use a grant agreement as the legal instrument reflecting a relationship between the United States Government and a State, a local government, or other recipient when:

1) The principal purpose of the relationship is to transfer a thing of value to the State or local government or other recipient to carry out a public purpose of support or stimulation authorized by a law of the United States instead of acquiring (by purchase, lease, or barter) property or services for the direct benefit or use of the United States Government; and

2) Substantial involvement is not expected between the executive agency and the State, local government, or other recipient when carrying out the activity contemplated in the agreement.

Substantial Involvement:
No substantial involvement on the part of the National Park Service is anticipated.

Data Availability:
1) Applicability. The Department of the Interior is committed to basing its decisions on the best available science and providing the American people with enough information to thoughtfully and substantively evaluate the data, methodology, and analysis used by the Department to inform its decisions.

2) Use of Data. The regulations at 2 CFR 200.315 apply to data produced under a Federal award, including the provision that the Federal Government has the right to obtain, reproduce, publish, or otherwise use the data produced under a Federal award as well as authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

3) Availability of Data. The recipient shall make the data produced under this award and any subaward(s) available to the Government for public release, consistent with applicable law, to allow meaningful third-party evaluation and reproduction of the following:

(a) The scientific data relied upon;
(b) The analysis relied upon; and
(c) The methodology, including models, used to gather and analyze data.

Conflict of Interest:
1) Applicability.

(a) This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.

(b) In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 2 CFR 200.318 apply.

2) Requirements.

(a) Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.

(b) In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or subrecipient or in development of the requirement leading to the funding announcement.

(c) No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.

3) Notification.

(a) Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR 200.112, Conflicts of interest.

4) Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Financial Assistance Officer in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subrecipients. Restrictions on Lobbying. Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 USC 1352.

5) Review Procedures. The Financial Assistance Officer will examine each conflict of interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement, and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it.

6) Enforcement. Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

Other Information:
Applications for renewal or supplementation of existing projects are eligible to compete with applications for new Federal awards. Applications to renew or supplement existing projects must explain in detail the specific, discrete project that can be accomplished within a two-year grant period that is part of a larger, ongoing project.

Projects funded under this program constitute "undertakings" as defined by Section 106 of the National Historic Preservation Act, as amended (54 U.S.C. 306108). See Section F of this NOFO for more information.

Depending on the project, per Executive Order 13933, information may be required that will enable the NPS to assess whether the project includes reasonable measures for protection from vandalism or other damage, including measures to protect any monuments, memorials, or other statues. This may include, as applicable, a certification that the grant recipient will implement reasonable measures to protect the project site.

Some activities eligible for this Funding Opportunity may also be eligible under a Notice of Funding Opportunity for the Battlefield Interpretation Grants program. The Battlefield Interpretation Grants program awards funds for projects that deploy technology to modernize battlefield interpretation and education at Revolutionary War, War of 1812, and Civil War battlefield sites eligible for assistance under the Battlefield Acquisition Grant Program established under section 308103(b). Grants require a non-Federal cost share of at least 50%. State, local, and tribal governments and nonprofit organizations are eligible to apply. The Notice of Funding Opportunity for the Battlefields Interpretation Grants program will be published on grants.gov in the late fall/early winter of FY-21.

Section C: Eligibility Information

Application Due Date: February 12, 2021, 11:59 PM ET
An applicant's failure to meet any eligibility criterion by the time of the application deadline will result in the application being excluded from consideration. This includes but is not limited to late or incomplete application packages, ineligible sites or activities, and not having an active registration with the System for Awards Management (SAM).

1. Eligible Applicants

In accordance with the Preservation Assistance provisions of the American Battlefield Protection Program within the National Park Service and Related Programs (54 U.S.C. § 308102), this funding opportunity is limited to:

- State and local governments
- Public and State controlled institutions of higher education
- Private institutions of higher education
- Nonprofits having a 501(c)(3) status with the IRS, other than institutions of higher education
- Federally recognized Native American tribal governments
- Native American tribal organizations (other than Federally recognized tribal governments)
- Native Hawaiian organizations including any organization that serves and represents the interests of Native Hawaiians, has as a primary and stated purpose the provision of services to Native Hawaiians, and has expertise in Native Hawaiian affairs.

Applicants who previously received an NPS grant but did not meet the conditions of the grant agreement, including reporting and deliverables, may be penalized in the review process. If an applicant has questions about their eligibility, they should contact the Awarding Agency using the information provided in Section G of this NOFO.

2. Cost Sharing or Matching

Non-Federal cost sharing is not required to be eligible for an award under this NOFO. Voluntary committed cost sharing will not be used as a factor during the merit review of applications.

3. Eligible Activities

Eligible proposals must focus on planning, interpreting, and protecting battlefields and other sites associated with armed conflicts that shaped the growth and development of the United States.

"Armed conflicts" are defined as periods of collective violence that are characterized by specific events and bounded in time (e.g. Battle of Harlem Heights, "the Pequot War," or "the Sand Creek massacre"), rather than broad cross-cutting themes throughout American history (e.g. "violence against Indigenous peoples").

Proposed projects must contribute to the preservation of one or more historic places associated with an armed conflict. In addition to battlefields and sites of collective violence, projects may focus preservation efforts on "associated sites" under one of the following themes:

- Military: sites directly associated with military forces on land or sea
- Government, Law, Politics, and Diplomacy: sites associated with decision-making, policy creation, political process, and diplomatic relations during periods of armed conflict
- Intellectual History: sites associated with the publication or propagation of ideas and values that influenced the social, political, economic, and military actions and policies during periods of armed conflict
- Economics of War: sites associated with economic activities that contributed to battle, fighting, or war efforts
- Society: sites associated with home front, civilian conduct during periods of armed conflict
- Transportation: Sites associated with moving people, goods, and information during periods of armed conflict

The NPS ABPP encourages partnerships between private organizations and all levels of government, including Federal, state and local entities. Grants may not be used for the acquisition of property or services of direct benefit to the Federal government, including support of the day-to-day operations of a Federal agency. This does not preclude applicants from using funds from, or sites and materials controlled by, Federal entities in their projects. Applicants developing partnerships with Federal entities should work with Federal points of contact to ensure that proposed projects meet the public purpose criteria for financial assistance.

The table below provides ***examples*** of activities that are eligible and ineligible for funding: This is not an exhaustive list of activities. Costs for ineligible activities may be disallowed during the budget review process. Please address any eligibility questions to NPS ABPP using the information provided in Section G of this NOFO.

ACTIVITY	ELIGIBILE	NOT ELIGIBLE
Lobbying and Fundraising	None.	Any activity that can be construed as lobbying or fundraising, including the preparation of grant applications, fundraising meetings, development office staff, and lobbying.
Capital Projects	None.	The purchase, construction, maintenance, or renovation of buildings, facilities or land.
Consultation and Partnerships	Costs for meetings, consultation, consensus building, development of MOUs and other agreements related to preserving historic places associated with an armed conflict.	Consultations or partnerships that do not relate to preserving historic places associated with an armed conflict.

ACTIVITY	ELIGIBILE	NOT ELIGIBLE
Collections Stewardship	Artifact processing, conservation, or analysis for research or interpretation. One-time curation fees for artifacts recovered as a direct result of grant activities. The purchase of display cases, storage furniture, or storage materials.	Acquisition of collections. General collections care or management activities for artifacts that were not recovered from or directly related to historic places associated with an armed conflict.
Education	Internships/fellowships. Production of print or digital educational materials and media, including curriculum development. Purchase of materials, supplies, software, and equipment related directly to project activities.	General educational activities or materials not related to the specific historic places associated with an armed conflict project.
Historical Documentation	Research, mapping, surveys, and studies related to battlefields and historic places associated with an armed conflict. Nominations, updates, and boundary expansions for national and state historic registers. Oral history activities and supplies.	Research or documentation activities with no connection to preserving historic places associated with an armed conflict.
Exhibitions, Media, and Signage	Development, fabrication, and installation of exhibits or signage that do not impact historic properties or archeological resources. Interpretive plans, designs, and media.	Any type of bricks and mortar preservation work, construction, or landscape restoration. Capital improvements.
Land Acquisition	None.	Any acquisition of fee simple or interest in land. Payment of rent on properties or land.

ACTIVITY	ELIGIBILE	NOT ELIGIBLE
Planning	Research or strategic planning for site management, preservation, stabilization, heritage tourism, or past/future battlefield land acquisition. Feasibility and impact studies. Preparations for mitigation of the impact of natural and man-made disasters on battlefield collections and historic places associated with an armed conflict.	Planning costs not directly related to the specific historic places associated with an armed conflict project.
Public Programs and Outreach	Activities and physical or digital products specific to the project; may include press releases, brochures, or other announcements of project activities. Interpretive program development, including audience-focused studies and evaluation. Public meetings & events, including landowner and stakeholder outreach. Volunteer program development.	Battle reenactments. General cultural and historic interpretation or education not related to historic places associated with an armed conflict. General advertising or public relations costs designed for promotional activities other than those related to the specific project. Social activities, ceremonies, receptions, or entertainment. Any acquisition of fee simple or interest in land.
Survey and Inventory	Archeological identification and evaluation following a systematic research design. Cultural landscape inventories and reports. KOCOA and other military terrain analyses. Maritime survey. Remote sensing.	Large-scale archeological excavation or recovery of artifacts or human remains that may harm the historic places associated with an armed conflict integrity. Metal detector survey or artifact collection without a systematic research design and curation strategy.

Section D: Application and Submission Information

1. Application Package
An application package is included within Appendix A of this NOFO. The Application Package contains seven mandatory forms that must be submitted with your proposal: SF-424 (Application for Financial Assistance), SF-424A (Budget Information), SF-424B (Assurances), SF-LLL (Lobbying), Project Narrative Attachment, Budget Narrative Attachment, and Other Attachments. The Other Attachments form must be used to attach additional supporting documents, as applicable. The Application Package can be accessed and downloaded from the "Package" tab of this announcement on Grants.gov. Applicants may also request paper copies of application materials by contacting NPS using the information provided in Section G of this NOFO.

2. Contents and Form of Application Submission
You must complete the mandatory forms and any applicable optional forms in accordance with the instructions below. Do not include any proprietary or personally identifiable information. A complete application must include:

1) SF-424 - Application for Financial Assistance
2) SF-424A - Budget Information – Non-Construction Programs
3) SF-424B - Assurances – Non-Construction Programs
4) SF-LLL – Disclosure of Lobbying Activities
5) Project Narrative (via the Project Narrative Attachment Form)
6) Budget Narrative (via the Budget Narrative Attachment Form)
7) Map (via the Other Attachments Form)
8) Indirect Cost Rate Agreement (as applicable, via the Other Attachments Form)
9) Supporting Documents (as applicable, via the Other Attachments Form)

1) Standard Form 424 (SF 424) – Application for Federal Assistance
   Complete this form with all applicable information. The starred/yellow highlighted fields are required. Include the primary person to be contacted on matters involving this application (box f), who should be different from the authorized representative. An Authorized Representative is a person who has the authority to legally bind your organization to an agreement. The authorized representative must sign and certify this form.

2) Standard Form 424A (SF 424A) – Budget Information – Non-Construction Programs
   The project budget shall include detailed information on all cost categories and must clearly identify all project costs. The estimated budget must align with the projected scope of work presented in the project narrative. In addition, applicants shall include a narrative description of the items included in the project budget (see Part 6 – Budget Narrative, below), including the value of in-kind contributions of goods and services provided to complete the project when voluntary cost share is included. Cost categories can include, but are not limited to, those costs items included on the SF-424A. Round all numbers to the nearest dollar amount, even if exact costs are known. If any costs are not

applicable to the project, fill-in $0.00. Check that the amounts listed on the SF-424A match those on the Budget Narrative before submitting.

3) Standard Form 424B (SF 424B) – Assurances – Non-Construction Programs
This form must be signed by an authorized representative and submitted with the application. Submission of the electronic application acknowledges that the organization certifies compliance with relevant Federal requirements to the same extent as the signature does on a paper application.

4) Standard Form LLL – Disclosure of Lobbying Activities
In accordance with 43 CFR § 18 and 31 U.S.C. § 1352 this form must be completed and signed by an authorized representative if the amount of the Federal award is anticipated to exceed $100,000.00. For Federal funding requests that are anticipated to be under $100,000.00, applicants must still sign and submit this form, but may fill in sections with "N/A" or "Not Applicable".

5) Project Narrative – Proposal Submission Format
Using the provided section headings, write a narrative that addresses the prompts listed below (Items A-G). Answers to all items are required. Limit the narrative to 5 numbered pages, including all text and references. Use at least 1- inch margins on all sides and a font size of at least eleven points. Be concise but provide sufficient detail throughout the entire narrative to enable a reviewer to answer the review criteria provided in Section E, Paragraph 1 of this NOFO. Other supporting documents such as maps, figures, resumes, and letters of support or commitment may be submitted as separate attachments via the Other Attachments Form (see Part 9 below). Only include information that is pertinent to the proposal. Submit the Project Narrative as a single .pdf via the Mandatory Project Narrative Attachment Form available through the funding opportunity announcement on www.Grants.gov.

   A. Project Summary
   Identify the historic battlefield(s) or associated site(s) that will be the focus of the proposed project. Discuss how the armed conflict associated with the site shaped the course of American history, or how the proposed project will help identify the historical significance of a lesser-known conflict. Summaries may refer to published scholarship, oral histories, nominations to state or national historic registers, or other sources.

   B. Preservation Opportunity:
   Summarize the scope and goals of the project and explain what makes the project site(s) important to document, interpret, or protect. Identify how the site(s) are important at a local, national, or regional level, and why the project itself is necessary. Justify how this project will contribute to preservation needs that might not otherwise be addressed and describe how the project fits into a larger strategy for stewardship of the site(s). If relevant, include details on how the project will take a new or unusual approach to identifying, researching, evaluating, interpreting, and protecting historic battlefields and associated sites.

C. FY-2021 Focus Areas:
If applicable, discuss how the proposed project will focus on underrepresented stories of armed conflicts that shaped American history, or how it will expand knowledge of the causes, events, and legacies of American independence.

D. Objectives and Activities:
Describe the activities or work tasks needed to accomplish project objectives and explain how they will lead to an intended outcome. Identify all resulting products, such as a final technical report, surveys, maps, GIS, web-based or other types of public outreach materials. Discuss how this project's proposed methods and activities will follow or advance best practices in their fields, such as meeting the applicable *Secretary of the Interior's Standards for Archeology and Historic Preservation*, employing state-of-the art documentation methods, developing innovative partnerships, incorporating diverse perspectives, or employing interpretive techniques and strategies to meet the needs of diverse and dynamic audiences.

E. Administration and Implementation:
Explain how the proposed project objectives and activities identified above will be achieved in two years by providing a tentative task schedule or provide a justification for a longer project timeline if access to the project site(s) or necessary resources will be affected by COVID-19. List key project personnel and their roles and explain how their experience and qualifications are appropriate for the project. Per Executive Order 13933 Describe experience with protection of grant-assisted property from vandalism or other damage and the ability to implement and manage reasonable measures to prevent vandalism or other damage. Identify if any additional staff or contractors will be required to complete the project and describe the criteria that will be used to hire these individuals or procure these services. Provide a brief position description for each additional staff member or contractor. Identify any property owner permissions and/or Federal, State, local, or tribal permits that will be required to complete the project. Describe how these permissions or permits will be obtained. If the proposed project includes partnering with a Federal Agency and conducting project activities on Federal land, explain how Public Purpose requirements will be met pursuant to 31 U.S.C § 6304. Please be sure that the project does not generate a Direct Benefit for a federal agency. Attach and clearly label all relevant supporting documentation as .pdfs via the Other Attachments Form available through the funding opportunity announcement on www.Grants.gov.

F. Partnerships and Engagement:
Identify all project partners and briefly describe their involvement. Partners may include State or Tribal Historic Preservation Offices, local or descendant community organizations, landowners, or local, state, tribal, or Federal government representatives. Describe the roles of formal project partners, and how other key stakeholders, communities, or audiences will be involved in shaping the project. Explain how the proposed partnerships, support, or public engagement strategies will strengthen the project's objectives and contribute to long term sustainability and site stewardship.

G. Secretary of the Interior Priorities:
Briefly explain how the proposed project will:
1) Advocate or plan for balanced stewardship and use of public lands or foster relationships with organizations that do, and/or
2) Expand lines of communication with Governors, state natural resources offices, Fish and Wildlife offices, water authorities, county commissioners, Tribes, and local communities.

H. Current or Recent Grant Performance:
As applicable, list any previously awarded NPS ABPP grants from the last five years (include grant numbers and project titles). Also provide a brief (2-3 sentence) summary of whether or not the project(s) are/were successful and why.

I. Statement of Overlap:
Applicants must provide a statement to identify whether or not any overlap exists between the proposed project and any other active or anticipated projects in terms of activities, costs, or time commitment of key personnel, including any related applications submitted for consideration to NPS ABPP's Battlefield Interpretation Grants and any other potential funding sources (Federal or non-Federal). If no overlap or duplication exists, a sample statement to satisfy this requirement might be: "[Insert Applicant Name] affirms that no overlap or duplication exists between the proposed project in this application and any other active or anticipated project in terms of activities, costs, or time commitment of key personnel, including any application that was submitted for funding consideration to any other potential funding source (Federal or non-Federal)."

If at any time a proposal is awarded funds that would be overlapping or duplicative of the funding requested from NPS, the applicant must immediately notify the NPS point of contact. Any overlap or duplication of funding between the proposed project and other active or anticipated projects may impact selection and/or funding amount.

6) Budget Narrative – Proposal Submission Format:
Using the section headings provided below (Items A-L), write a narrative budget justification that addresses both grant funds requested and any voluntary cost share provided and is aligned with the Budget Categories in Section B of the SF-424A. Provide unit costs for all budget items including any contracts or sub-awards. For each line item, explain how you arrived at the figures provided and why these items are necessary to accomplish the grant objectives. There is no page limit or required format for the budget narrative. Round all numbers to the nearest dollar amount, even if exact costs are known. If any cost categories are not applicable to your project, write $0.00 or N/A. Check that the amounts listed in the Budget Narrative match those on Section B of the SF-424A before submitting. Inconsistencies will result in delays in processing the application. Submit the Budget Narrative as a single .pdf via the Mandatory Budget Narrative Attachment Form available through the funding opportunity announcement on www.Grants.gov.

A. Personnel:
Provide the title, unit of time, quantity, cost per unit of time and resultant dollar amount for each of the personnel included in the total line item dollar amount. Personnel are part of your organization. Consultants and independent contractors should be listed under Category F. Contractual. (*Example: J. Smith, Curator, 40 hours/week for 50 weeks at $20.00/hr = $40,000)*.

B. Fringe Benefits:
For each position description included above, provide the fringe benefits rate and dollar amount.

C. Travel:
Provide the unit of measure, quantity, cost per unit and resultant dollar amount for each of the following travel details: airfare, lodging, per diem, ground transportation, housing stipend and/or transportation stipend. Also provide a statement that the proposed travel and per diem costs do not exceed current maximum Federal rates (found at https://www.gsa.gov/travel/plan-book/per-diem-rates), or that the proposed travel and per diem costs are in line with the applicant's written travel policy. All travel costs must adhere to applicable regulations and conditions including 2 CFR Part 200.474.

D. Equipment:
Equipment is defined in 2 CFR Part 200.33 as "tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds $5,000." List any equipment being purchased with Federal funds, provide quotes or estimates obtained to support the cost amount, and include a written justification as to why this equipment is necessary for the proposed project. Applicants must demonstrate how purchasing permanent equipment is less expensive than renting. If funded, applicants are required to maintain records demonstrating that a competitive bidding process was used to purchase such services or equipment. Recipients who purchase equipment must adhere to applicable regulations and conditions including 2 CFR Part 200.313 and 2 CFR Part 200.439.

E. Supplies:
Provide a description, quantity, cost per unit, and resultant dollar amount for any consumable supplies, raw materials, and expendable equipment (items costing less than $5,000 and/or having an estimated useful life of less than 1 year). "General office supplies" or "miscellaneous supplies" are not acceptable line items.

F. Contractual:
Provide the contract/sub-award description, unit of time, quantity, cost per unit of time and resultant dollar amount for each contract/sub-award. Describe how contract services will be obtained. Award recipients will be required to submit documentation showing that a competitive selection process or other appropriate method of procurement allowable under 2 CFR 200.320 was used for contracts over $3,000, as

well as any sub-awards.

G. Construction:
Construction costs are unallowable under this NOFO. Do not include any costs under this category and instead write $0.00 or N/A.

H. Other Costs:
Provide the description, quantity, cost per unit and resultant dollar amount for each item that does not fit within one of the other budget categories. "Miscellaneous," "overhead," and "contingency" are not acceptable line items.

I. Total Direct Charges:
List the subtotal of budget categories A – H.

J. Indirect Costs:
Provide the indirect cost rate percentage, type (negotiated or 10% de minimis), associated base (modified total direct costs), and resultant indirect amount. If indirect costs are included, applicants must include a copy of the current negotiated indirect cost rate agreement and apply the approved rate accordingly. Provide an explanation if the associated base differs from budget category I (Total Direct Charges). If electing the 10% de minimis rate, include a statement asserting that a negotiated indirect cost rate has never been received and the applicant is electing to charge a de minimis rate of 10%. Proposals that fail to document their indirect costs may have those costs disallowed.

K. Total Federal Funding Request:
List the total amount of Federal funds being requested. Check that this amount matches those listed on the SF-424 and SF-424A before submitting the application. Inconsistencies will result in delays in processing the application.

L. Non-Federal Share of Budget (only applicable if voluntary cost share is provided):
Provide the details of the non-Federal share of the budget, including description, source, quantity, cost per unit and resultant dollar amount for each item. Award recipients will be required to fulfill any matching commitments they agree to and inability to do so may result in a reduction of the Federal award. Non-Federal cost share is not required for this agreement and will not be used as a factor in the merit review of applications under this announcement.

7) Map:
Provide at least one map of the project area indicating the location of the relevant battlefield(s), any areas where proposed work will occur (e.g. portions of a battlefield where survey will take place), and identifying known archeological or historical resources in the area that could be related to or affected by the proposed project. Submit the map(s) as a clearly named single .pdf via the Other Attachments Form available through the funding opportunity announcement on www.Grants.gov.

8) Negotiated Indirect Cost Rate Agreement (as applicable):
   If the proposed budget includes indirect costs, provide a negotiated indirect cost rate agreement. The rate as proposed must meet the requirements of 2 CFR Part 200, Section 200.414 and 2 CFR Part 200, Appendix III through Appendix VII, as applicable. Submit the document as a clearly named single .pdf via the Other Attachments Form available through the funding opportunity announcement on www.Grants.gov.

9) Other Supporting Documents (as applicable):
   Provide any materials outside of the Project Narrative text to support effective merit review of your proposal. These may include resumes or CVs of key project personnel (2 pages maximum per resume); position descriptions, quotes, or statements of work for staff, consultants, or contractors to be hired as part of the project; letters of commitment from identified project partners; letters of support from additional potential partners and logical stakeholders; images of the battlefield; or plans and designs related to project work. Supporting documents should be clearly labeled and should relate to the specific scope of work proposed in the Project Narrative. Submit all supporting documents as clearly named .pdfs via the Other Attachments Form available through the funding opportunity announcement on www.Grants.gov.

If selected for award, NPS reserves the right to request additional or clarifying information for any reason deemed necessary, including, but not limited to:

(a) Other budget information
(b) Financial capability
(c) Evaluation of risk
(d) Name and phone number of the Designated Responsible Employee for complying with national policies prohibiting discrimination (See 43 CFR § 17).

3. Unique entity identifier and System for Award Management (SAM)

Each applicant (unless exempt under 2 CFR §25.110) is required to:
(a) Be registered in SAM;
(b) Provide a valid unique entity identifier in its application (currently a DUNS number);
(c) Continue to maintain an active SAM registration with current information at all times during which it has an active Federal award or an application under consideration by a Federal awarding agency.

Registration processes for SAM can be found at https://www.sam.gov.

A financial assistance agreement will not be made with an applicant until the applicant has complied with all applicable unique entity identifier and SAM requirements. If an applicant has not fully complied with the requirements by the time that an agreement is ready for award, a determination may be made that the applicant is not qualified to receive a Federal award. That determination may be used as a basis for making a Federal award to another applicant.

In order to submit an application through Grants.gov an applicant must have an active SAM registration and register for submission permissions through the Grants.gov website. Utilize the

following link to guide you through this process:
http://www.grants.gov/web/grants/applicants/organization-registration.html

4. Submission Dates and Times

Applicants are held responsible for their proposals being submitted to the NPS. Applications must be received by Friday, February 12, 2020, 11:59 PM ET. Applicants are encouraged to submit the application well before the deadline. **Application preparation time may take several weeks, so start the application process as soon as possible.** Applications received after the deadline will not be reviewed or considered for award. If it is determined that a proposal was not considered due to lateness, the applicant will be notified during the selection process.

5. Intergovernmental Review

This funding opportunity is not subject to Executive Order (EO) 12372 "Intergovernmental Review of Federal Programs." Applicants subject to EO 12372 must contact their State's Single Point of Contact (SPOC) to find out about and comply with the State's process. The names and addresses of the SPOC's are listed in the OMB's home page at: https://www.whitehouse.gov/wp-content/uploads/2017/11/SPOC-Feb.-2018.pdf.

6. Funding Restrictions

Costs incurred by the applicant prior to the start date of the period of performance of a signed Federal award are only allowable with written approval by an NPS Financial Assistance (FA) Awarding Officer.

7. Other Submission Requirements

Applications must be submitted electronically via www.grants.gov by the deadline identified in Paragraph 4 above. Applications submitted by other means or not received by the deadline will not be considered. If, due to extraordinary circumstances, an applicant is unable to submit their proposal through Grants.gov, NPS ABPP may approve submission by other means. Failure on the applicant's part to register in Dun & Bradstreet (DUNS), SAM.gov, or Grants.gov in a timely manner does not constitute extraordinary circumstances. Applications that are not submitted through Grants.gov will only be accepted if the applicant has received prior approval from the NPS ABPP office and they are submitted by the deadline.

Proof of timely submission shall be the date and time that Grants.gov receives the application. An electronic time stamp is automatically generated within the system when the application is successfully received by Grants.gov. The applicant will receive an acknowledgement of receipt and a tracking number from Grants.gov with the successful transmission of their application. Applicants should print this receipt and save it as proof of timely submission. Applicants using dial-up connections should be aware that transmission may take some time before Grants.gov receives it. Grants.gov will provide either an error or a successfully received transmission message. Some applicants abort the transmission because they think that nothing is occurring; please be patient and give the system time to process the application. In the event the applicant experiences technical difficulties with submission, please first contact the Grants.gov Help Desk toll free at 1-800-518-4726 or support@grants.gov.

START THIS PROCESS EARLY, DON'T DELAY!

Section E: Application Review Information

1. Criteria

Proposals submitted under this announcement are evaluated through a merit review process. Each applicant is required to provide a detailed narrative, in accordance with Section D, Paragraph 2, Part 5 of this NOFO, and will be evaluated based on the following weighted criteria:

Criterion 1	
Preservation Opportunity	**20 Points Total**
• Is there a clear and compelling argument that this site or group of sites relating to armed conflict is important to document, interpret, or protect, whether at the local, regional, or national level? This question is not limited to consideration of National Register of Historic Places criteria. • Does the Preservation Opportunity for the proposed project include factors such as its importance to specific communities, expanding understanding of lesser known conflicts, or preservation of sites underrepresented in the NRHP? • Will the proposed project contribute to preservation needs that might not otherwise be addressed? • Is this project part of a larger strategy for sustainable preservation and stewardship?	

Criterion 2	
FY-2021 Focus Areas	**10 Points Total**
• Does this project focus on underrepresented stories, sites, or perspectives that will broaden understanding and preservation around armed conflicts that shaped American history? • Does this project expand knowledge of the causes, events, and legacies of American independence?	

Criterion 3	
Objectives and Activities	**20 Points Total**
• Are project objectives, activities, and products clearly described in detail? • How suitable are the proposed activities and products for meeting the project objectives and intended outcome? • How will the project follow best practices in the relevant field(s), or advance them by employing state of the art documentation methods, developing innovative partnerships, incorporating the latest relevant scholarship, or centering stakeholder or audience cooperation and/or co-creation? • Are project objectives and activities compatible with the applicable *Secretary of the Interior's Standards for the Treatment of Historic Properties*? • Does the applicant recognize that diverse perspectives may exist about the project's subject matter? • Has the applicant addressed how to identify and incorporate diverse perspectives into the project if they are identified? • Do the project objectives and activities align with the program goal of identifying, researching, evaluating, interpreting, and protecting historic battlefields and associated sites?	

Criterion 4	
Administration and Implementation	**20 Points Total**
• Are budget items described in detail, reasonable, and necessary? • Do the proposed budget and activities make sense for a two-year project? If not, is an alternative project schedule realistic and justified? • Are the roles and responsibilities of all project personnel (staff and contractors) clearly defined? • Are key personnel qualified, and does the applicant have appropriate standards and processes for securing necessary contract services? • Does the applicant have applicable permissions from property owners and permits from Federal, State, local, or tribal governments, or a clear plan to obtain them within the project timeframe? • Does the applicant demonstrate, through this application and/or past performance record, the ability to meet administrative and technical grant requirements? • If applicable to the proposed project, per Executive Order 13933, does the applicant describe experience with protection of grant-assisted property from vandalism or other damage and the ability to implement and manage reasonable measures to prevent vandalism or other damage?	

Criterion 5	
Partnerships and Engagement	**20 Points Total**
• How effectively has the applicant involved logical and appropriate partners, stakeholders, advisors, and/or communities (e.g. landowners, local and descendant communities, Indian tribes, local governments, scholars or advisors with diverse perspectives) in project planning? Do supporting materials reflect this? • Does the applicant describe the roles of formal project partners clearly? • Is there a viable strategy for engagement with relevant stakeholders, audiences, and/or communities throughout the project? • How will the proposed partnerships contribute to accomplishing the project's objectives and long-term sustainability? • If applicable, per Executive Order 13933, how will any partnerships and community engagement provide reasonable measures to prevent vandalism or other damage of grant-assisted property?	

Criterion 6	
Secretary of the Interior Priorities	**10 Points Total**
• How effectively will this project meet one or more of the following priorities? 1. Advocate or plan for balanced stewardship and use of public lands or foster relationships with organizations that do; and/or 2. Expand the lines of communication with Governors, state natural resource offices, Fish and Wildlife Offices, water authorities, county commissioners, Tribes, or local communities.	

2. Review and Selection Process

NPS personnel, and in some cases independent reviewers, will review all proposals. All proposals for funding will be considered using the criteria outlined above. A summary of the review panel comments may be provided to the applicant if requested.

a. Initial Review

Prior to conducting the comprehensive merit review, an initial review will be performed to determine whether: (1) the applicant is eligible for an award; (2) the information required by the NOFO has been submitted; (3) all mandatory requirements of the NOFO are satisfied; and (4) the proposed project is responsive to the program objectives of the NOFO (program determination). If an applicant fails to meet the requirements or objectives of the NOFO, or does not provide sufficient information for review, the applicant will be considered non-responsive and eliminated from further review.

b. Comprehensive Merit Review

All applications that satisfactorily pass the initial review will be eligible for the Comprehensive Merit Review. Each criteria element will be scored based on the strengths and weaknesses of the application narrative against the specific questions listed under each criteria element in Paragraph 1 of this section. Criteria 1, 3, 4, and 5 are scored out of 20 points, and Criteria 2 and 6 are scored out of 10 points. To assist in assigning an appropriate score, the following numerical rating scale identifies how each score correlates between the different point values:

20/10	Superior	(100 % of weighted average)
16/08	Good	(80 % of weighted average)
12/06	Satisfactory	(60 % of weighted average)
08/04	Marginal	(40 % of weighted average)
04/02	Poor	(20 % of weighted average)
00/00	Not Acceptable	(00 % of weighted average))

Rating	Descriptive Statement
20/10	Superior: Applicant fully addresses all aspects of the criterion, convincingly demonstrates that it will meet the Government's performance requirements and demonstrates no weaknesses.
16/08	Good: Applicant fully addresses all aspects of the criterion, convincingly demonstrates a likelihood of meeting the Government's requirements, and demonstrates only a few minor weaknesses.
12/06	Satisfactory: Applicant addresses all aspects of the criterion and demonstrates the ability to meet the Government's performance requirements. The Application contains weaknesses and/or a number of minor weaknesses.
08/04	Marginal: Applicant addresses all aspects of the criterion and demonstrates the ability to meet the Government's performance requirements. The Application contains significant weaknesses and/or a significant number of minor weaknesses.

04/02	Poor: Applicant addresses some aspects of the criterion and demonstrates some doubt in the likelihood of successfully meeting the Government's requirements. Significant weaknesses are demonstrated and clearly outweigh any strength presented.
00/00	Not Acceptable: Applicant does not address all aspects of the criterion and the information presented indicates a strong likelihood of failure to meet the Government's requirements.

c. Selection

The Selection Official may consider the applicant's proposal, including all representations of capability, proposed approaches including those of subgrantees, and any other specific review processes upon which the applicant was evaluated. These review processes may include, but are not limited to, the initial review, the comprehensive merit review, program policy factors, and the amount of funds available to select applications for funding.

d. Discussions and Award

The Government may enter into discussions with a selected applicant for any reason deemed necessary, including, but not limited to: (1) only a portion of the application is selected for award; (2) the Government needs additional information to determine that the applicant is capable of complying with the requirements of DOI Financial Assistance Regulations, and/or (3) additional specific terms and conditions are required. Failure to satisfactorily resolve the issues identified by the Government may preclude award to the applicant.

3. Evaluation of Applicant Risk

In accordance with 2 CFR § 200.205, applications selected for funding will be subject to a pre-award risk assessment which may include a review of information contained within the applicant's proposal, past audits, Federal Awardee Performance and Integrity Information System (FAPIIS), and/or past performance on previous Federal financial assistance awards. Negative information that leads to an applicant being designated as "Medium Risk" or "High Risk" may result in specific conditions, as identified in 2 CFR § 200.207, being incorporated into the final award.

4. Anticipated Announcement and Federal Award Dates

Estimated date of Federal Award: May 2021
Estimated date of notifying successful and unsuccessful applicants: May 2021

Section F: Federal Award Administration Information

1. Federal Award Notices

Upon being selected for the award, successful applicants will receive a notification of the selection of their application for funding. NPS will notify the applicant selected for award by May 2021. A notice of selection is not an authorization to begin performance on an agreement. This notice will detail the next steps in the awarding process. Once all clearances and reviews have been conducted, a grant agreement will be sent for signature.

Work cannot begin before the non-Federal entity receives a fully executed copy of the grant agreement which contains the signature of the NPS FA Awarding Officer. Any pre-award costs incurred prior to the receipt of a signed agreement or written notice signed by an NPS FA Awarding Officer authorizing pre-award costs, is at the applicant's own risk. A grant agreement signed by an NPS FA Awarding Officer is the only authorizing document to begin performance.

Organizations whose applications have not been selected will be advised as promptly as possible.

2. Program Requirements

Projects funded under this program constitute "undertakings" as defined by Section 106 of the National Historic Preservation Act, as amended (54 U.S.C. 306108).

a. NPS Responsibilities

The NPS encourages Applicants to design projects to avoid Adverse Effects on historic properties and adhere to the appropriate *Secretary of the Interior's Standards and Guidelines*.

Upon receipt of applications, the NPS ABPP will fulfill its responsibilities under Section 106 following processes described in its Nationwide Programmatic Agreement (PA), which is available upon request (see the contact information provided in Section G of this NOFO).

For eligible activities listed in Stipulation III.A.1 ("Programmatic Exclusions"), NPS shall assume there is no potential to cause effect to historic properties ("No Effect"). For eligible activities that NPS determines do not meet the definition of a Programmatic Exclusion, the NPS will consult with the Applicant, State Historic Preservation Office (SHPO), and other appropriate consulting parties. NPS and the SHPO will make best efforts to expedite reviews through a finding of No Adverse Effect when they concur that project plans and specifications or scopes of work can be modified to ensure adherence to the *Standards* and avoid, minimize, or mitigate effects on historic properties.

b. Recipient Responsibilities

All grant-funded activities must adhere to the terms and conditions of the Grant Agreement and approved scope of work. The Grant Agreement may require the Recipient to meet any or all of the following conditions, depending on the proposed project activities:

- Ensure that project work will meet, as applicable, the *Secretary of the Interior's Standards for Archeology and Historic Preservation* and relevant state standards and guidelines;

- Ensure that work will be carried out, as applicable, by a professional that meets or exceeds the *Secretary of the Interior's Professional Qualification Standards*;
- Submit a plan or research design to the applicable State or Tribal Historic Preservation Office for review at least 30 days prior to commencing activities involving ground disturbance, artifact recovery, or alterations to historic properties;
- Submit a draft technical report to applicable State or Tribal Historic Preservation Offices and the NPS for review;
- Deposit all archeological materials and appropriate field and research materials collected as a result of archeological investigations for permanent curation with a curation facility which meets the requirements in 36 CFR Part 79, *Curation of Federally Owned and Administered Archeological Collections*, and provide the NPS with a copy of the curation agreement as evidence of its compliance; and/or
- Comply with the NPS ABPP Programmatic Agreement requirements for the treatment of unanticipated discoveries and human remains (Stipulation XI, "Post-review Discoveries").

3. Administrative and National Policy Requirements

a. Code of Federal Regulations (CFR)

By accepting Federal financial assistance, the non-Federal entity agrees to abide by the applicable Federal regulations in the expenditure of Federal funds and performance under this program: 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements For Federal Awards.

b. Standard Award Terms and Conditions

Acceptance of a Federal financial assistance award from the Department of the Interior carries with it the responsibility to be aware of and comply with the terms and conditions of the award. **Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means.** Awards are based on the application submitted to, and as approved by the NPS FA Awarding Officer. All financial assistance awards are subject to the terms and conditions incorporated either directly or by reference in the award document. Code of Federal Regulations/Regulatory Requirements, as applicable, are listed within Appendix B of this announcement (Contact the NPS FA Awarding Officer with any questions regarding the applicability of any terms and conditions).

- 2 CFR Part 175 - Trafficking Victims Protection Act of 2000
- 2 CFR Parts 182 & 1401 - Government-wide Requirements for a Drug-Free Workplace
- 2 CFR Parts 180 & 1400 - Government-wide Debarment and Suspension (Non-procurement)
- 43 CFR 18 - Restrictions on Lobbying

c. Order of Precedence

Any inconsistency in the agreement shall be resolved by giving precedence in the following order: (a) Any national policy requirements and administrative management standards; (b) 2 CFR Part 200, in its entirety; (c) requirements of the applicable OMB Circulars and

Treasury regulations; (d) special terms and conditions; (e) all agreement sections, documents, exhibits, and attachments; (f) and the non-Federal Entity's project proposal.

d. Modifications

The agreement may be modified or amended by agreement by both the non-Federal entity's Authorized Representative and the NPS FA Awarding Officer. Administrative changes (i.e. NPS FA Awarding Officer name change, etc.) which do not change the statement of work, agreement amount, etc., or otherwise affect the non-Federal entity may be carried out unilaterally by the NPS FA Awarding Officer. Additionally, a unilateral modification or amendment may be utilized if it should become necessary to impose remedies for non-compliance, suspension or termination of the agreement in accordance with 2 CFR 200, Section 200.338 – 200.342.

All other changes shall be made by means of a bilateral modification or amendment to the agreement. No oral statement made by any person, or written statement by any person other than the NPS FA Awarding Officer shall be allowed in any manner or degree to modify or otherwise effect the terms of the agreement.

e. Payments

All applicants must be registered in the System for Awards Management (SAM) prior to award under this NOFO. Instructions for registering for SAM are located at http://www.sam.gov/portal/public/SAM. All applicants must maintain an active SAM registration with current information at all times while they have an active Federal award or an application under consideration.

All applicants must also be registered with, and willing to process all payments through, the Department of the Treasury Automated Standard Application for Payments (ASAP) system. All non-Federal entities with active NPS financial assistance agreements must be enrolled in ASAP under the appropriate Agency Location Code(s) (ALC) and the Data Universal Number System (DUNS) Number prior to the award of funds. If a non-Federal has multiple DUNS numbers, they must separately enroll within ASAP for each unique DUNS Number and/or Agency. Note that if your entity is currently enrolled in the ASAP system with an agency other than NPS, you must enroll specifically with NPS in order to process payments.

f. Funding Restrictions

All funding is contingent upon the availability and appropriation of funds by the United States Congress.

g. Cost Principles:

Costs must be allowable in accordance with the applicable Federal cost principles referenced in 2 CFR Part 200, Subpart E – Cost Principles.

h. Pre-award Costs:

Must comply with 2 CFR Part 200.458 and requires written approval from the NPS FA Awarding Officer.

4. Reporting

a. Financial Status Reports:
A report of expenditures is required as documentation of the financial status of awards according to the official accounting records of the non-Federal entity. The financial information will be reported by completing and submitting the Federal Financial Report (FFR), SF425. At a minimum, financial reports will be required annually and shall be submitted within 90 calendar days after the end of the annual reporting period. The NPS FA Awarding Officer may designate a reporting schedule requiring more frequent reporting based on the assessment of risk. The reporting requirements will be defined within the grant agreement. A final FFR shall be submitted no more than 90 calendar days after the end date of the agreement.

The FFR can be downloaded at:
https://apply07.grants.gov/apply/forms/sample/SF425_2_0-V2.0.pdf

The NPS FA Awarding Officer will review the report for patterns of cash expenditures and assess whether performance or financial management problems exist. Before submitting the FFR to the NPS FA Awarding Officer, the non-Federal entity must ensure that the information submitted is accurate, complete, and consistent with the non-Federal entity's accounting system. The non-Federal entity's Authorized Certifying Official's signature on the FFR certifies that the information in the FFR is correct and complete and that all outlays and obligations are for the purposes set forth in the agreement documents and represents a claim to the Federal Government. Filing a false claim may result in the imposition of civil or criminal penalties.

b. Performance Reports:
A report of performance is required as documentation of performance towards the accomplishments of the Federal award and detailing project activity and participant profile information. At a minimum, performance reports will be required annually and shall be submitted within 90 calendar days after the end of the annual reporting period. The NPS FA Awarding Officer may designate a reporting schedule requiring more frequent reporting based on the assessment of risk. The reporting requirements will be defined within the grant agreement. A final performance report shall be submitted no more than 90 calendar days after the end date of the agreement.

In accordance with 2 CFR 200 § 200.328, the performance reports shall contain brief information on:

(1) A comparison of actual accomplishments to the objectives of the Federal award established for the period. Where the accomplishments of the Federal award can be quantified, a computation of the cost (for example, related to units of accomplishment) may be required if that information will be useful. Where performance trend data and analysis would be informative to the Federal awarding agency program, the Federal awarding agency should include this as a performance reporting requirement;
(2) The reasons why established goals were not met, if appropriate; and

(3) Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

Before submitting the performance report to the NPS FA Awarding Officer, the non-Federal entity must ensure that the information submitted is accurate, complete, and consistent with the non-Federal entity's Federal financial report. Filing false information may result in the imposition of civil or criminal penalties.

c. Non-Compliance:
Failure to comply with the reporting requirements contained in an agreement may be considered a material non-compliance with the terms and conditions of the award. Non-compliance may result in withholding of future payments, suspension or termination of the agreement, recovery of funds paid under the agreement, and the withholding of future awards. The specific information regarding type, frequency and means of submission of post-Federal award reporting requirements will be contained in the award document.

Section G: Federal Awarding Agency Contacts

Agency Contact Information:

Name:	National Park Service: NPS ABPP
Address:	1849 C Street NW, Mail Stop 7228, Washington, DC 20240
Phone:	202-354-2037
E-mail:	abpp@nps.gov

Questions and Requests pertaining to this NOFO shall be submitted to:

Name:	Battlefield Preservation Planning Grants Staff
Address:	1849 C Street NW, Mail Stop 7228, Washington, DC 20240
Phone:	202-513-7126
E-mail:	abpp@nps.gov

Section H: Other Information:

1. Additional Program Information

Other battlefield preservation grant opportunities administered by NPS ABPP include the Battlefield Land Acquisition Grants and Battlefield Interpretation Grants. Battlefield Land Acquisition Grants (BLAGs) are available on a rolling basis to State and local governments in order to assist with the acquisition of eligible sites or interests in eligible sites for their preservation and protection. Properties eligible for acquisition under the BLAG Program are defined as any that are located at least 50% within the boundary of surveyed battlefields identified in the Battlefield Reports commissioned by Congress. Specifically, the *Report to Congress on the Historic Preservation of Revolutionary War and War of 1812 Sites in the United States* (2007), and the *Civil War Sites Advisory Commission Report on the Nation's Civil War Battlefields* (1993). The Battlefield Interpretation Grant program funds projects that deploy technology to modernize battlefield interpretation and education at sites eligible for BLAG assistance.

More information is available on the NPS ABPP website at https://www.nps.gov/abpp. For the Battlefield Reports specifically, see https://www.nps.gov/subjects/battlefields/battles-and-wars.htm.

2. Proprietary and Personally Identifiable Information

a. Notice of Potential Disclosure under Freedom of Information Act

Applicants should be advised that identifying information regarding all applicants, including applicant names and/or points of contact, may be subject to public disclosure under the Freedom of Information Act, whether or not such applicants are selected for negotiation of award. Applicants must identify any proprietary information within their applications.

b. Personally Identifiable Information

In responding to this NOFO, applicants must ensure that Protected Personally Identifiable Information (PII) is not included in the following documents: Project Abstract, Project Narrative, Biographical Sketches, Budget or Budget Justification. These documents will be used by the Merit Review Committee in the review process to evaluate each application. PII is defined by the Office of Management and Budget (OMB) as:

> Any information about an individual maintained by an agency, including but not limited to, education, financial transactions, medical history, and criminal or employment history and information that can be used to distinguish or trace an individual's identity, such as their name, social security number, date and place of birth, mother's maiden name, biometric records, etc., including any other personal information that is linked or linkable to an individual. This definition of PII can be further defined as: (1) Public PII and (2) Protected PII.

Public PII:
PII found in public sources such as telephone books, public websites, business cards, university listing, etc. Public PII includes first and last name, address, work telephone number, email address, home telephone number, and general education credentials.

Protected PII:
PII that requires enhanced protection. This information includes data that if compromised could cause harm to an individual such as identity theft.

3. Routine Notices to Applicants

a. Modification or Changes to the Notice of Funding Opportunity

Notices of any modifications to this NOFO will be posted on Grants.gov. You can receive an email when a modification or an announcement message is posted. When you download the application at Grants.gov; you can also register to receive notifications of changes through Grants.gov.

b. Government Right to Reject or Negotiate

NPS reserves the right, without qualification, to reject any or all applications received in response to this announcement and to select any application, in whole or in part, as a basis for negotiation and/or award.

c. Evaluation and Administration by Non-Federal Personnel

In conducting the merit review evaluation, the Government may seek the advice of qualified non-Federal personnel as reviewers. The Government may also use non-Federal personnel to conduct routine, nondiscretionary administrative activities. The applicant, by submitting its application, consents to the use of non-Federal reviewers/administrators. Non-Federal reviewers must sign conflict of interest and non-disclosure agreements prior to reviewing an application. Non-Federal personnel conducting administrative activities must sign a nondisclosure agreement.

d. Notice of Right to Conduct a Review of Financial Capability

NPS reserves the right to conduct an independent third-party review of financial capability for applicants that are selected for negotiation of award (including personal credit information of principal(s) of a small business if there is insufficient information to determine financial capability of the organization).

Appendix A - Application Package Forms

1) SF-424 – Application for Financial Assistance
2) SF-424A – Budget Information - Non-Construction Programs
3) SF-424B – Assurances - Non-Construction Programs
4) SF-LLL – Disclosure of Lobbying Activities
5) Mandatory Project Narrative Attachment Form
6) Mandatory Budget Narrative Attachment Form
7) Other Attachments Form

Appendix B -
NPS Standard and Special Award Terms and Conditions

This appendix provides the standard and special terms and conditions for financial assistance agreements awarded by the National Park Service to assist applicants in developing proposals in response to this Notice of Funding Opportunity. It is the responsibility of the non-Federal entity to review the final terms and conditions incorporated into any resulting financial assistance agreement at the time of award as the terms and conditions in this appendix are subject to change based on executive orders, changes to regulations, or changes to policy. Additional award specific terms and conditions may also be included in any resulting financial assistance agreement based on program requirements or evaluation of applicant risk.

1. PAYMENT

A. Projects will be funded, subject to the availability of funds, by issuance of a grant agreement, cooperative agreement, or master cooperative agreement with subsequent task agreements. An agreement issued and signed by the NPS FA Awarding Officer obligates NPS funds. Notification of a successful proposal does not constitute authority to incur costs. Once the grant agreement, cooperative agreement, and subsequent task agreements (*if applicable*) for a successful proposal has been signed by the NPS FA Awarding Officer, the recipient may incur costs as specified in the approved budget submittal.

B. **Method of Payment**. Payment will be made by advance and/or reimbursement through the Department of Treasury's Automated Standard Application for Payments (ASAP) system.

1. **Requesting Advances**. Requests for advances must be submitted via the ASAP system. Requests may be submitted as frequently as required to meet the needs of the Financial Assistance (FA) Recipient to disburse funds for the Federal share of project costs. If feasible, each request should be timed so that payment is received on the same day that the funds are dispersed for direct project costs and/or the proportionate share of any allowable indirect costs. If same–day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.

2. **Requesting Reimbursement**. Requests for reimbursements must be submitted via the ASAP system. Requests for reimbursement should coincide with normal billing patterns. Each request must be limited to the amount of disbursements made for the Federal share of direct project costs and the proportionate share of allowable indirect costs incurred during that billing period.

3. **Adjusting Payment Requests for Available Cash**. Funds that are available from repayments to, and interest earned on, a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds must be disbursed before requesting additional cash payments.

4. **Bank Accounts**. All payments are made through electronic funds transfer to the bank account identified in the ASAP system by the FA Recipient.

5. **Supporting Documents and Agency Approval of Payments**. Additional supporting documentation and prior NPS approval of payments may be required when/if a FA Recipient is determined to be "high risk" or has performance issues. If prior Agency payment approval is in effect for an award, the ASAP system will notify the FA Recipient when they submit a request for payment. The Recipient must then notify the NPS FA Awarding Officer that a payment request has been submitted. The NPS FA Awarding Officer may request additional information from the Recipient to support the payment request prior to approving the release of funds, as deemed necessary. The FA Recipient is required to comply with these requests. Supporting documents may include invoices, copies of contracts, vendor quotes, and other expenditure explanations that justify the reimbursement requests.

B. In order to receive a financial assistance award and to ensure proper payment, it is required that Recipient maintain their registration with the System for Award Management (SAM), accessed at http://www.sam.gov. Failure to maintain registration can impact obligations and payments under this Agreement and/or any other financial assistance or procurements documents the Recipient may have with the Federal government.

C. Any award beyond the current fiscal year is subject to availability of funds; funds may be provided in subsequent fiscal years if project work is satisfactory and funding is available.

D. **Allowable and Eligible Costs**. Expenses charged against awards under the Agreement may not be incurred prior to the beginning of the Agreement, and may be incurred only as necessary to carry out the approved objectives, scope of work and budget with prior approval from the NPS FA Awarding Officer. The Recipient shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the expiration date stipulated in the award.

E. **Travel Costs**. For travel costs charged against awards under the Agreement, costs incurred must be considered reasonable and otherwise allowable only to the extent such costs do not exceed charges normally allowed by the Recipient in its regular operations as the result of the Recipient's written travel policy. If the Recipient does not have written travel policies established, the Recipient and its contractors shall follow the travel policies in the Federal Travel Regulation, and may not be reimbursed for travel costs that exceed the standard rates. All charges for travel must conform to the applicable cost principles.

F. **Indirect Costs**. Indirect costs will not be allowable charges against the award unless specifically included as a line item in the approved budget incorporated into the award.

G. **Recipient Cost Share or Match**. Any voluntary non–Federal share, whether in cash or in–kind, is expected to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by the NPS FA Awarding Officer based on sufficient documentation demonstrating previously determined plans for or later commitment of cash or in–kind contributions. In any case, the Recipient must meet their cost share commitment over the life of the award.

2. PRIOR APPROVAL

The Recipient shall obtain prior approval for budget and program revisions, in accordance with 2 CFR 200.308.

3. INSURANCE AND LIABILITY

A. Insurance. The recipient shall 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.

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

C. Indemnification. The recipient hereby agrees to indemnify the federal government, NPS or from any act or omission of the Recipient, its officers, employees, or (members, participants, agents, representatives, agents as appropriate), (1) against third party claims for damages arising from one or more identified activities carried out in connection with this financial assistance agreement and (2) for damage or loss to government property resulting from such an activity. This obligation shall survive the termination of this Agreement.

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)* per person for anyone claim, and an aggregate limitation of *three million dollars ($3,000,000)* for any number of claims arising from any one incident. The policies shall name the United States as an additional insured, shall specify that the insured shall have no right of subrogation against the United States for payments of any premiums or deductibles due thereunder, and shall specify that the insurance shall be assumed by, be for the account of, and be at the insured's sole risk. Prior to beginning the work authorized herein, [Recipient Name] shall provide the NPS with confirmation of such insurance coverage.

To pay the United States the full value for all damage to the lands or other property of the United States caused by the Recipient, its officers, employees, or representatives].

To provide workers' compensation protection to the Recipient, its officers, employees, and representatives.

To cooperate with NPS in the investigation and defense of any claims that may be filed with NPS arising out of the activities of the Recipient, its agents, and employees.

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 NPS to replace or repair the buildings or facilities. If NPS determines in writing, after consultation with the Recipient that damage to the buildings or portions thereof renders such buildings unsuitable for continued use by the Recipient, NPS shall assume sole control over such buildings or portions thereof If the buildings or facilities rendered unsuitable for use are essential for conducting operations authorized under this Agreement, then failure to substitute and assign other facilities acceptable to the Recipient will constitute termination of this Agreement by NPS.

D. 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.

4. REPORTS AND/OR DELIVERABLES

A. Specific projects, tasks or activities for which funds are advanced will be tracked and reported by submission of a SF–425 Federal Financial Report (FFR) and submission of a Performance Report through GrantSolutions. The reporting requirements will be defined within the grant agreement, stand-alone cooperative agreement, or task agreements issued under a master cooperative agreement.

B. The Secretary of the Interior and the Comptroller General of the United States, or their duly authorized representatives, will have access, for the purpose of financial or programmatic review and examination, to any books, documents, papers, and records that are pertinent to the Agreement at all reasonable times during the period of retention in accordance with 2 CFR 200.333.

C. Optional Term: As applicable, other reports/items may be detailed as described in Article III – Statement of Work. Please note that a Financial Assistance (FA) agreement is effort based, not deliverable based, and payment should not be contingent on the receipt of items other than OMB FA regulation/guidance required reports.

5. PROPERTY UTILIZATION

All tools, equipment, and facilities furnished by NPS will be on a loan basis. Tools, equipment and facilities will be returned in the same condition received except for normal wear and tear in project use. Property management standards set forth in 2 CFR 200.310 through 200.316 *applies* to this Agreement.

6. MODIFICATION, REMEDIES FOR NONCOMPLIANCE TERMINATION

A. This Agreement may be modified only by an amendment executed through GrantSolutions.

B. Additional conditions may be imposed by NPS if it is determined that the Recipient is non–compliant to the terms and conditions of this agreement. Remedies for Noncompliance can be found in 2 CFR 200.338.

C. This Agreement may be terminated consistent with applicable termination provisions for Agreements found in2 CFR 200.339 through 200.342.

7. GENERAL AND SPECIAL PROVISIONS

A. General Provisions

1. **OMB Circulars and Other Regulations.** The following Federal regulations are incorporated by reference into this Agreement (full text can be found at http://www.ecfr.gov:

   a) **Administrative Requirements:**

      2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, in its entirety;

   b) **Determination of Allowable Costs**:

      2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E; and

   c) **Audit Requirements**:

      2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F.

   d) **Code of Federal Regulations/Regulatory Requirements:**

      2 CFR Part 182 & 1401, "Government–wide Requirements for a Drug–Free Workplace";

2 CFR 180 & 1400, “Non–Procurement Debarment and Suspension”, previously located at 43 CFR Part 42, “Governmentwide Debarment and Suspension (Non-Procurement)”;

43 CFR 18, “New Restrictions on Lobbying”;

2 CFR Part 175, “Trafficking Victims Protection Act of 2000”;

FAR Clause 52.203–12, Paragraphs (a) and (b), Limitation on Payments to Influence Certain Federal Transactions;

2 CFR Part 25, System for Award Management (www.SAM.gov) and Data Universal Numbering System (DUNS); and

2 CFR Part 170, “Reporting Sub-awards and Executive Compensation”.

2. **Non–Discrimination**. All activities pursuant to this Agreement shall be in compliance with the requirements of Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended, (78 Stat. 252; 42 U.S.C. §§2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973, as amended, (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 et seq.); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.

3. **Lobbying Prohibition**. 18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107–273, Nov. 2, 2002 – No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Members or official, at his request, or to Congress or such official, through the proper official channels, requests for legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section

might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter–intelligence, intelligence, or national security activities. Violations of this section shall constitute violations of section 1352(a) of title 31. In addition to the above, the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110–161) also apply.

4. **Anti–Deficiency Act**. Pursuant to 31 U.S.C. §1341 nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.

5. **Minority Business Enterprise Development**. Pursuant to Executive Order 12432 it is national policy to award a fair share of contracts to small and minority firms. NPS is strongly committed to the objectives of this policy and encourages all recipients of its Cooperative Agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with the Executive Order.

6. **Assignment**. No part of this Agreement shall be assigned to any other party without prior written approval of the NPS and the Assignee.

7. **Member of Congress**. Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.

8. **Agency**. The Recipient is not an agent or representative of the United States, the Department of the Interior, NPS, or the Park, nor will the Recipient represent its self as such to third parties. NPS employees are not agents of the Recipient and will not act on behalf of the Recipient.

9. **Non–Exclusive Agreement**. This Agreement in no way restricts the Recipient or NPS from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.

10. **Survival**. Any and all provisions which, by themselves or their nature, are reasonably expected to be performed after the expiration or termination of this Agreement shall survive and be enforceable after the expiration or termination of this Agreement. Any and all liabilities, actual or contingent, which have arisen during the term of and in

connection with this Agreement shall survive expiration or termination of this Agreement.

11. **Partial Invalidity**. If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

12. **Captions and Headings**. The captions, headings, article numbers and paragraph numbers appearing in this Agreement are inserted only as a matter of convenience and in no way shall be construed as defining or limiting the scope or intent of the provision of this Agreement nor in any way affecting this Agreement.

13. **No Employment Relationship**. This Agreement is not intended to and shall not be construed to create an employment relationship between NPS and Recipient or its representatives. No representative of Recipient shall perform any function or make any decision properly reserved by law or policy to the Federal government.

14. **No Third–Party Rights**. This Agreement creates enforceable obligations between only NPS and Recipient. Except as expressly provided herein, it is not intended nor shall it be construed to create any right of enforcement by or any duties or obligation in favor of persons or entities not a party to this Agreement.

15. **Foreign Travel**. The Recipient shall comply with the provisions of the Fly America Act (49 U.S.C. 40118). The implanting regulations of the Fly America Act are found at 41 CFR 301–10.131 through 301–10.143.

B. Special Provisions

1) **Public Information and Endorsements**

   a) Recipient shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies governmental, Departmental, bureau, or government employee endorsement of a business, product, service, or position which the Recipient represents. No release of information relating to this award may state or imply that the Government approves of the Recipient's work products or considers the Recipient's work product to be superior to other products or services.

b) All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer.

c) The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government.

d) Recipient must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any bureau or employee (by name or title). The specific text, layout photographs, etc. of the proposed release must be submitted with the request for approval.

e) Recipient further agrees to include this provision in a sub-award to a sub-recipient, except for a sub-award to a State government, a local government, or to a federally recognized Indian tribal government.

2) **Publications of Results of Studies.** No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publications of previously published technical matter. Publications pursuant to this Agreement may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties contribution to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.

3) **Rights in Data.** The Recipient must grant the United States of America a royalty–free, non–exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by the Recipient, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.

4) **Retention and Access Requirements for Records**. All Recipient financial and programmatic records, supporting documents, statistical records, and other grants–related records shall be maintained and available for access in accordance with 2 CFR Part 200.333–200.337.

5) **Audit Requirements**

a) Non–Federal entities that expend $750,000 or more during a year in Federal awards 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 2 CFR Part 200, Subpart F, which is available at https://www.ecfr.gov/cgi-bin/text-idx?SID=c92a1180439e91c819db8c5f87cf1f1f&node=2:1.1.2.2.1.6&rgn=div6.

b) Non–Federal entities that expend less than $750,000 for a fiscal year in Federal awards are exempt from Federal audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal agency, pass–through entity, and General Accounting Office (GAO).

c) Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional audit requirements applicable to this agreement are found at 2 CFR Part 200, Subpart F, as applicable. Additional information on single audits is available from the Federal Audit Clearinghouse at https://harvester.census.gov/facweb/.

6) **Procurement Procedures**. It is a national policy to place a fair share of purchases with minority business firms. The Department of the Interior is strongly committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness. Positive efforts shall be made by recipients to utilize small businesses, minority–owned firms, and women's business enterprises, whenever possible. Recipients of Federal awards shall take all of the following steps to further this goal:

a) Ensure that small businesses, minority–owned firms, and women's business enterprises are used to the fullest extent practicable.

b) Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority–owned firms, and women's business enterprises.

c) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority–owned firms, and women's business enterprises.

d) Encourage contracting with consortiums of small businesses, minority–owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.

e) Use the services and assistance, as appropriate, of such organizations as the Small Business Development Agency in the solicitation and utilization of small business, minority–owned firms and women's business enterprises.

7) **Prohibition on Text Messaging and Using Electronic Equipment Supplied by the Government while Driving**. Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, was signed by President Barack Obama on October 1. This Executive Order introduces a Federal Government–wide prohibition

on the use of text messaging while driving on official business or while using Government–supplied equipment. Additional guidance enforcing the ban will be issued at a later date. In the meantime, please adopt and enforce policies that immediately ban text messaging while driving company–owned or –rented vehicles, government–owned or leased vehicles, or while driving privately owned vehicles when on official government business or when performing any work for or on behalf of the government.

8) **Seat Belt Provision**. The Recipient is encouraged to adopt and enforce on–the–job seat belt use policies and programs for their employees when operating company–owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

9) **Trafficking in Persons**. This term of award is pursuant to paragraph (g) of Section 106 of the Trafficking Victims Protections Act of 2000, as amended (2 CFR §175.15).

   a) Provisions applicable to a recipient that is a private entity.

      1. You as the Recipient, your employees, sub-recipients under this award, and sub-recipients' employees may not–

         i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

         ii. Procure a commercial sex act during the period of time that the award is in effect; or

         iii. Use forced labor in the performance of the award or sub-awards under the award.

      2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a sub-recipient that is a private entity–

         i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or

         ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:

            a. Associated with performance under this award: or

b. Imputed to you or the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-Procurement)," as implemented by our agency at 2 CFR part 1400.

b) Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a sub-recipient that is a private entity–

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:

   i. Associated with performance under this award; or

   ii. Imputed to the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-Procurement)," as implemented by our agency at 2 CFR part 1400.

c) Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

   i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

   ii. Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph a.1 of this award term in any sub-award you make to a private entity.

d) Definitions. For purposes of this award term:

1. "Employee" means either:

i. An individual employed by you or a sub-recipient who is engaged in the performance of the project or program under this awards; or

ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in–kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods: The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity" means:

i. Any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25; and

ii. Includes:

a. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

b. A for–profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

10) **Recipient Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights**

a) This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112–239).

b) The Award Recipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712.

c) The Award Recipient shall insert the substance of this clause, including this paragraph (c), in all sub-awards or subcontracts over the simplified acquisition threshold, 42 CFR § 52.203–17 (as referenced in 42 CFR § 3.908–9).

11) **Reporting Sub-awards And Executive Compensation**

a) Reporting of first–tier sub-awards.

1. Applicability. Unless you are exempt as provided in paragraph D. of this award term, you must report each action that obligates $25,000 or more in Federal funds that does not include Recovery Act funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111–5) for a sub-award to an entity (see definitions in paragraph E. of this award term).

2. Where and when to report.

    i. You must report each obligating action described in paragraph A.1. of this award term to http://www.fsrs.gov.

    ii. For sub-award information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at http://www.fsrs.gov specify.

b) Reporting Total Compensation of Recipient Executives.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

    i. The total Federal funding authorized to date under this award is $25,000 or more;

    ii. In the preceding fiscal year, you received—

        a. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub-awards); and

b. $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub-awards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

2. Where and when to report. You must report executive total compensation described in paragraph A.1. of this award term:

i. As part of your registration profile at https://www.sam.gov.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c) Reporting of Total Compensation of Sub-recipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph D. of this award term, for each first–tier sub-recipient under this award, you shall report the names and total compensation of each of the sub-recipient's five most highly compensated executives for the sub-recipient's preceding completed fiscal year, if—

i. In the sub-recipient's preceding fiscal year, the sub-recipient received—

a. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub-awards); and

b. $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and sub-awards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

2. Where and when to report. You must report sub-recipient executive total compensation described in paragraph c.1. of this award term:

   i. To the recipient.

   ii. By the end of the month following the month during which you make the sub-award. For example, if a sub-award is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the sub-recipient by November 30 of that year.

d) Exemptions.

1. If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report:

   i. Sub-awards, and

   ii. The total compensation of the five most highly compensated executives of any sub-recipient.

e) Definitions. For purposes of this award term:

1. Entity means all of the following, as defined in 2 CFR part 25:

   i. A Governmental organization, which is a State, local government, or Indian tribe;

   ii. A foreign public entity;

   iii. A domestic or foreign nonprofit organization;

   iv. A domestic or foreign for–profit organization;

   v. A Federal agency, but only as a sub-recipient under an award or sub-award to a non–Federal entity.

2. Executive means officers, managing partners, or any other employees in management positions.

3. Sub-award:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible sub-recipient.

ii. The term includes your procurement of property and services needed to carry out the project or program. The term does not include procurement of incidental property and services needed to carry out the award project or program.

iii. A sub-award may be provided through any legal agreement, including an agreement that you or a sub-recipient considers a contract.

4. Sub-recipient means an entity that:

i. Receives a sub-award from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the sub-award.

5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or sub-recipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non–equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above–market earnings on deferred compensation which is not tax–qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

12) **Minimum Wages Under Executive Order 13658 (January 2015)**

(a) *Definitions.* As used in this clause—

"United States" means the 50 states and the District of Columbia.

"Worker"—

(1) Means any person engaged in performing work on, or in connection with, an agreement covered by Executive Order 13658, and

(i) Whose wages under such agreements are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV),

(ii) Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR § 541,

(iii) Regardless of the contractual relationship alleged to exist between the individual and the employer.

(2) Includes workers performing on, or in connection with, the agreement whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(c).

(3) Also includes any person working on, or in connection with, the agreement and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(b) *Executive Order Minimum Wage rate.*

(1) The non-Federal entity shall pay to workers, while performing in the United States, and performing on, or in connection with, this agreement, a minimum hourly wage rate determined by the Secretary of the Department of Labor on an annual basis (currently $10.20 per hour as of January 1, 2017).

(2) The non-Federal entity shall adjust the minimum wage paid, if necessary, annually thereafter, to meet the Secretary of Labor's annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour

Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on www.wdol.gov (or any successor Web site) and on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute. The applicable published E.O. minimum wage is incorporated by reference into this agreement.

(3) (i) The non-Federal entity may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only if labor costs increase as a result of an increase in the annual E.O. minimum wage, and for associated labor costs and relevant sub-award costs. Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.

(ii) Sub-recipients may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Non-Federal entities s shall consider any Sub-recipient requests for such price adjustment.

(iii) The NPS FA Awarding Officer will not adjust the agreement price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

(4) The non-Federal entity warrants that the prices in this agreement do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(5) The non-Federal entity shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The non-Federal entity may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 CFR § 10.23, Deductions.

(6) The non-Federal entity shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.

(7) Nothing in this clause shall excuse the non-Federal entity from compliance with any applicable Federal or State prevailing wage law or any applicable

law or municipal ordinance establishing a minimum wage higher than the E.O. minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.

(8) The non-Federal entity shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.

(9) The non-Federal entity shall follow the policies and procedures in 29 CFR § 10.24(b) and 10.28 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than $30 a month in tips.

(c) (1) This clause applies to workers as defined in paragraph (a). As provided in that definition—

(i) Workers are covered regardless of the contractual relationship alleged to exist between the non-Federal entity or sub-recipient and the worker;

(ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(c) are covered; and

(iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.

(2) This clause does not apply to—

(i) Fair Labor Standards Act (FLSA) – covered individuals performing in connection with contracts covered by the E.O., *i.e.* those individuals who perform duties necessary to the performance of the agreement, but who are not directly engaged in performing the specific work called for by the agreement, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such agreements;

(ii) Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. § 213(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to—

(A) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(a).

(B) Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(b).

(C) Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. § 213(a)(1) and 29 CFR § part 541).

(d) *Notice.* The non-Federal entity shall notify all workers performing work on, or in connection with, this agreement of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the non-Federal entity shall post notice, utilizing the poster provided by the Administrator, which can be obtained at *www.dol.gov/whd/govcontracts,* in a prominent and accessible place at the worksite. Non-Federal entities that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the non-Federal entity, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

(e) *Payroll Records.*

(1) The non-Federal entity shall make and maintain records, for three years after completion of the work, containing the following information for each worker:

(i) Name, address, and social security number;

(ii) The worker's occupation(s) or classification(s);

(iii) The rate or rates of wages paid;

(iv) The number of daily and weekly hours worked by each worker;

(v) Any deductions made; and

(vi) Total wages paid.

(2) The non-Federal entity shall make records pursuant to paragraph (e) (1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The non-Federal entity shall also make such records available upon request of the Contracting Officer.

(3) The non-Federal entity shall make a copy of the agreement available, as applicable, for inspection or transcription by authorized representatives of the Administrator.

(4) Failure to comply with this paragraph (e) shall be a violation of 29 CFR § 10.26 and this agreement. Upon direction of the Administrator or upon the NPS FA Awarding Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.

(5) Nothing in this clause limits or otherwise modifies the non-Federal entity's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.

(f) *Access.* The non-Federal entity shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.

(g) *Withholding.* The NPS FA Awarding Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the non-Federal entity under this or any other Federal agreement with the same non-Federal entity, sufficient to pay workers the full amount of wages required by this clause.

(h) *Disputes.* Department of Labor has set forth in 29 CFR § 10.51, Disputes concerning non-Federal entity compliance, the procedures for resolving disputes concerning a non-Federal entity's compliance with Department of Labor regulations at 29 CFR § 10. Such disputes shall be resolved in accordance with those. This includes disputes between the non-Federal entity (or any of its Sub-recipients) and the contracting agency, the Department of Labor, or the workers or their representatives.

(i) *Anti-retaliation.* The non-Federal entity shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.

(j) *Subcontractor compliance.* The non-Federal entity is responsible for Sub-recipient compliance with the requirements of this clause and may be held liable for unpaid wages due Sub-recipient workers.

(k) *Sub-awards.* The non-Federal entity shall include the substance of this clause, including this paragraph (k) in all sub-awards, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

(End of clause)