

Funding Opportunity Announcement
Natural Resource Management

Funding Agency : U.S. ARMY CORPS OF ENGINEERS FORT WORTH DISTRICT P. O. BOX 17300 FORT WORTH, TEXAS 76102-0300	Funding Instrument: Cooperative Agreement Funding Opportunity No: W9126G-16-2-RFP-0001 CFDA No: 12.300 Program Title: Curatorial and Research Services Cooperative Agreement - US Army Corps of Engineers
Issue Date:	Application Due Date:
Overview: The U.S. Army Corps of Engineers (USACE or Corps) intends to enter into a cooperative agreement with a nonprofit organization (Recipient) for the services of a suitable Facility to house the archaeological collections from the U.S. Army Corps of Engineers, Southwestern Division (SWD) project lands or activities, or under SWD management in or near the State of Texas. The Federal Grant and Cooperative Agreement Act, 31 U.S.C. 6301 et seq. (1988), provides that an executive agency of the United States Government shall use a cooperative agreement as the legal instrument to reflect a relationship with a State, local government, or other recipient when the principal purpose is to transfer a thing of value to a State, local government, or other recipient to carry out a public purpose of support or stimulation authorized by law of the United States and where substantial involvement is expected between the executive agency and the State, local government, or other recipient when carrying out the activity contemplated in the agreement. AUTHORITY Title 10 U.S.C 2684 authorizes the Secretary of Defense or the Secretary of a military department (the Secretary of the Army through the U.S. Army Corps of Engineers in this instance) to enter into a cooperative agreement with a State or local government or other entity for the preservation, management, maintenance, and improvement of cultural resources on military installations or of collections from federally owned lands. Section 110 of the National Historic Preservation Act (54 U.S.C 306108) requires the U.S. Army Corps of Engineers to assume responsibility for the preservation of historic properties. The following authorities and regulations require that the Corps preserve and maintain such collections for the people of the United States and future generations: the Antiquities Act (16 U.S.C. 431-433), the Reservoir Salvage Act (P.L. 86-523), the National Historic Preservation Act (P.L. 89-665), the Archeological Resources Protection Act (P.L. 100- 588), the Abandoned Shipwreck Act (P.L. 100-298), the Native American Graves Protection and Repatriation Act (P.L. 101-601), 36 CFR 79 "Curation of Federally-Owned and Administered Archeological Collections," 32 CFR 229 "Archeological Resources Protection Act of 1979; Final Uniform Regulations," EP 1130-2-540 "Operations: Environmental Stewardship, Operations and Maintenance Guidance and Procedures," ER 1130-2-433 "Project Operations: Collections Management and Curation of Archeological and Historical Data," and ER 1130-2- 438 "Project Construction and Operation: Historic Preservation Program."	
Estimated Total Funding:	\$27,000 with potential of up to \$175,000.
Estimated Number of Awards: 1 (one)	
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Contact Information: Questions relating to Grants.gov including the registration process and system requirements should be directed to the Grants.gov Contact Center at 1-800-518-4726. For assistance with the requirements of this Funding Opportunity Announcement, please contact traci.d.robicheaux@usace.army.mil or angela.zahid@usace.army.mil .			
Instructions to Applicants: The complete funding opportunity announcement, application forms, and instructions are available for download at Grants.gov. Applications submitted in response to this Funding Opportunity Announcement shall be submitted by the application due date via the internet through Grants.gov. Applicants shall have a Dun and Bradstreet Data Universal Numbering System (DUNS) number, register with the System for Award Management (SAM), and if submitting application via the internet, register with Grants.gov. See Section VI of the Funding Opportunity Announcement for complete application submission information.			

1. FUNDING OPPORTUNITY DESCRIPTION.

The Facility shall furnish personnel, facilities, supplies, materials, and services for the professional care, management and curatorial services of the collections from Corps project lands or activities under Corps management in or near the State of Texas in accordance with this Agreement. The Facility shall provide curation and research activities relating to the protection, preservation, stabilization, management, and utilization of the cultural resources of the Corps while recognizing the Federal Government's continued ownership and control over the collection of cultural resources and any other U.S. Government- owned property provided to the Facility. With regard to collections of cultural resources obtained pursuant to the Native American Graves Protection and Repatriation Act (NAGPRA), the parties to this agreement recognize that the collection(s) are being held in trust until such time as they can be repatriated or otherwise dealt with according to the wishes of the appropriate tribe, group, or individual as determined under procedures established under Sections 3, 5, and 6 of the Act

- A. Perform all work necessary to protect the SWD collections in accordance with the regulations contained in 36 CFR 79, 32 CFR 229, EP 1130-2-540, ER 1130-2-433, ER 1130-2-438.
- B. Provide and maintain a repository facility having requisite equipment, space and adequate safeguards for the physical security and controlled environment of the collections, as detailed in 36 CFR 79.9. Bulk materials, such as soil samples and chipped stone debitage, may be housed in a facility that does not fully meet these requirements, pending improvements to comply with 36 CFR 79.9 insofar as possible given the availability of Facility funds. And to obtain as necessary, and as funding is made available by each district, any special materials, supplies, and equipment required for the curation and long-term maintenance of Corps collections. Such materials, supplies, and equipment shall be used solely for maintenance of Corps collections.
- C. Provide access to the collections for any person qualified as a researcher under 36 CFR 79.10(b) or to Corps employees for collection research or examination upon request. All requests for visual examination of a Corps collection will be made in accordance with the Facility's Collections Management Policy. Advance written approval from the depositing district is required for all requests that would involve the consumptive use of all or part of a collection for research purposes. Any resulting

exhibit, papers or publications must be approved by the District(s) responsible for the collections used. Copies of all reports, publications, project papers and research data generated from Corps data shall be made available to the District(s).

- D. Restrict access to associated records that contain information relating to the nature, location, or character of the cultural resource(s) unless it has been determined by the Corps district that such disclosure would not create a risk of harm, theft or destruction to the resource or its general location.
- E. Remove all or part of a collection from the Facility's premises upon written request of the depositing district for the permanent transfer of the Corps collection to another curatorial facility. The collection(s) to be transferred shall be documented and packaged in a manner that protects it from breakage, loss, deterioration and contamination in conformance with 36 CFR 79. Transfer fees quoted in the Uniform Price Schedule include costs for documenting the transfer and packaging.
- F. Prohibit the sale of all or part of any Corps collection to any third party.
- G. Notify the Division and the depositing Corps district within five days of the discovery of any loss or theft, deterioration and damage, or destruction of the collection (or part thereof). Such an occurrence will be subject to investigation by the district in accordance with 36 CFR 79.11(e)l.
- H. Provide notices of actions that will involve the repair or restoration of any of the collections, which must be approved in advance and in writing by the depositing district. Reports on any treatments, including before and after photographs, shall be sent to the district.
- I. Obtain written approval from the depositing district prior to loaning Corps-owned or managed artifacts, documents or other materials to any other institution, individual or museum. Such loans may only be made for educational, research, religious or display purposes through a formal written agreement in accordance with 36 CFR 79 (subparagraph 10.e and Appendix C). In all instances, the Facility shall provide the district with a copy of the loan agreement.
- J. Direct any request for transfer or repatriation of Corps-owned or managed collections under the NAGPRA to the depositing district.
- K. Annually inspect the facilities and the collections, perform an inventory verifying the location of Corps-owned or managed collections and provide the Corps with a brief letter report on the status and condition of the collections. The inventory shall consist of inspection by drawer in General Collections and Records, by shelf in Whole Vessels and Human Osteology, and by box in Bulk Collections; the inventory is not to be an item by item listing of objects. The report shall briefly: 1) identify any deterioration or damage of the collections observed during the inspection with recommendations for remediation; 2) note any changes made to the facility or its management; 3) list loans and users of collections; and 4) identify any reports, manuscripts, theses or dissertations resulting from the use of Corps collections. (Deliverable 1)
- L. Maintain adequate cost records for work conducted under this Agreement and to make such records available for inspection upon request by Corps key officials or technical representatives.
- M. Provide one-time relocation services of all material from the current federally approved curation facility to the recipient's facility, as needed. This move would be from the current facility housing the material to the recipient's facility and would not include currently uncured materials. The materials must be protected from damage from physical abuse, mishandling and adverse environmental conditions during the move. The collection(s) to be transferred shall be documented and packaged in a manner that protects it from breakage, loss, deterioration and contamination in conformance with 36 CFR 79. Transfer fees quoted in the Uniform Price Schedule include costs for documenting the transfer and packaging.

QUALIFICATIONS

The curation facility must meet the requirements described in 36 CFR 79.9

GOVERNMENT FURNISHED MATERIALS OR PROPERTY

None

OPTIONS

This agreement shall cover a base year and four options years to perform continued service as funds are available.

PERIOD OF PERFORMANCE

Base period for this agreement:

1 April 2016 – 31 December 2016

Options, to be exercised as funds are made available:

Option 1: 1 January 2017- 31 December 2017

Option 2: 1 January 2018- 31 December 2018

Option 3: 1 January 2019- 31 December 2019

Option 4: 1 January 2020- 31 December 2020

DELIVERABLES

Deliverable 1: Annual Inventory Report

Deliverable 2: Annual Invoice – (see below for invoice details)

PAYMENTS

Annual fees for long-term curation shall be based upon the quantity of each district's collections and records held by the Facility on the first day of January of each calendar year and the Long-Term Curation Costs (Section 2) of the Uniform Price Schedule. The Facility shall submit invoices for annual curation fees to designated POC by 31 January of each year, which includes a cost schedule listing the project name for each collection, and the quantity and cost of each material category (Deliverable 2).

Payments must be in compliance with the Prompt Payment Act (P.L. 100-496 as amended; 31 U.S.C. 3903).

Payments shall be made upon receipt and approval of detailed invoices for work accomplished in accordance with the terms and conditions set forth in this Agreement. Terms of payment shall be 30 days following receipt of proper invoice.

As a minimum, each invoice shall contain the following information:

- Name of the University
- Project name
- Invoice number and date
- Duns
- Tax ID
- Cage Code
- Cooperative Agreement name and date
- Description of effort, unit price, and extended totals, as appropriate
- Name, title, telephone number, and complete mailing address of responsible official to whom payment is to be sent
- The following statement, accompanied by the signature of the appropriate University financial official, shall be added to each invoice: "I certify in accordance with Federal law that all payments requested are for appropriate purposes and in accordance with provisions of the Agreement."

Invoices shall be sent to the Technical Representative at the following addresses:

Mr. Dan McGregor

U.S. Army Engineer District, Fort Worth
CESWF-OD-TN
819 Taylor Street
Fort Worth, Texas 76102-0300

2. RESPONSIBILITIES OF THE PARTIES.

THE RECIPIENT WILL:

A. Work with each of the Corps districts in the Division to provide for the professional care, management and curatorial services of the collections from Corps project lands or activities or under Corps management in or near the State of Texas in accordance with this Agreement.

B. Perform all work necessary to protect the Corps collections in accordance with the regulations contained in 36 CFR 79, 32 CFR 229, EP 1130-2-540, ER 1130-2-433, ER 1130-2-438 and the terms and conditions stipulated in this agreement. ~~Corps collections covered by this agreement are listed in Attachment 1. This list will be updated annually by the University to reflect the collections and quantities of Division collections currently housed by the University.~~

C. Provide and maintain a repository facility having requisite equipment, space and adequate safeguards for the physical security and controlled environment of the collections, as detailed in 36 CFR 79.9. Bulk materials, such as soil samples and chipped stone debitage, may be housed in a facility that does not fully meet these requirements, pending improvements to comply with 36 CFR 79.9 insofar as possible given the availability of University funds.

D. Obtain as necessary, and as funding is made available by each district, any special materials, supplies, and equipment required for the curation and long-term maintenance of Corps collections. Such materials, supplies, and equipment shall be used solely for maintenance of Corps collections.

E. Provide access to the collections for any person qualified as a researcher under 36 CFR 79.10(b) or to Corps employees for collection research or examination upon request. Any resulting exhibit papers or publications shall acknowledge the repository and the Corps district which provided the collection. In the case of collections from Indian or tribal lands, credit shall be given to the District responsible for the collection.

F. Restrict access to associated records that contain information relating to the nature, location, or character of the cultural resource(s) unless it has been determined by the Corps district that such disclosure would not create a risk of harm, theft or destruction to the resource or its general location.

G. Provide districts with comprehensive reports, publications, project papers and research data generated by University personnel from projects conducted under this Agreement, or resulting from the independent analysis of Corps-owned or managed collections.

H. Provide districts with requested archeological and historical information pertaining to the collections including maps with site location information, site data, copies of technical reports and other information maintained by the University. Requests for such information shall be reimbursed under separate agreements.

I. Approve requests for visual examination of a Corps collection in accordance with the University's Collections Management Policy (CMP), and obtain advance written approval from the depositing district for all requests that would involve the consumptive use of all or part of a collection for research purposes.

J. Remove all or part of a collection from the University premises upon written request of the depositing district for the permanent transfer of the Corps collection to another curatorial facility. The collection(s) to be transferred shall be documented and packaged in a manner that protects it from breakage, loss, deterioration and contamination in conformance with 36 CFR 79. Transfer fees quoted in the Uniform Price Schedule include costs for documenting the transfer and packaging.

K. Notify the Division and the depositing Corps district within five days of the discovery of any loss or theft, deterioration and damage, or destruction of the collection (or part thereof). Such an occurrence will be subject to investigation by the district in accordance with 36 CFR 79.11(e)1.

L. Provide notices of actions that will involve the repair or restoration of any of the collections, which must be approved in advance and in writing by the depositing district. Reports on any treatments, including before and after photographs, shall be sent to the district.

M. Obtain written approval from the depositing district prior to loaning Corps-owned or managed artifacts, documents or other materials to any other institution, individual or museum. Such loans may only be made for educational, research, religious or display purposes through a formal written agreement in accordance with 36 CFR 79 (subparagraph 10.e and Appendix C). In all instances the University shall provide the district with a copy of the loan agreement.

N. Direct any request for transfer or repatriation of Corps-owned or managed collections under the NAGPRA to the depositing district.

O. Annually inspect the facilities and the collections, perform an inventory verifying the location of Corps-owned or managed collections and provide the Corps with a brief letter report on the status and condition of the collections. The inventory shall consist of inspection by drawer in General Collections and Records, by shelf in Whole Vessels and Human Osteology, and by box in Bulk Collections; the inventory is not to be an item by item listing of objects. The report shall briefly: 1) identify any deterioration or damage of the collections observed during the inspection with recommendations for remediation; 2) note any changes made to the facility or its management; 3) list loans and users of collections; and 4) identify any reports, manuscripts, theses or dissertations resulting from the use of Corps collections.

P. Maintain adequate cost records for work conducted under this Agreement and to make such records available for inspection upon request by Corps key officials or technical representatives.

Q. Prohibit the sale of all or part of any Corps collection to any third party.

THE U.S. ARMY CORPS OF ENGINEERS WILL:

A. Provide funding for collections management, curation services, and de-accessioning in accordance with the Uniform Price Schedule attached to this Agreement, contingent upon availability of funds and within existing laws and regulations,.

- 1) Each SWD district with collections at the University shall individually negotiate annual payments for the long-term curation of their collections in accordance with Uniform Price Schedule and annual fees shall be calculated in accordance with the Uniform Price Schedule. Each District shall transfer funds to Fort Worth District, which will make one payment to the

University. The payment of annual curation fees will occur as the availability of funds within each district permits.

2) Additional agreements between the individual districts and the University that are consistent with this agreement may be executed on an as-needed basis to process or analyze additional artifacts or collections, or for any other purpose allowed by this agreement. Separate agreements for initial processing and other non-recurring projects will be negotiated as requirements occur and funding permits.

B. Ensure that all collections submitted for initial processing and long-term curation are accompanied by a detailed inventory meeting the requirements of the University. Collections shall be prepared and packaged in accordance with requirements of the University and 36 CFR Part 79. Funding for the initial processing shall be provided in accordance with the Uniform Price Schedule. The Uniform Price Schedule assumes that the collections have been properly prepared and are ready for initial processing.

C. When the collection is from Indian lands, ensure that the Indian landowner and the Indian tribe having jurisdiction over the lands consent to the disposition by providing a statement to this effect to the University concurrently with submission of the collection for accessioning and curation.

D. Review and provide written approval or denial for all requests for use of (e.g., consumptive use, destructive analysis, conservation treatments, and loans) the Corps collections. Districts shall pay all costs for repair and restoration of artifacts, records or collections performed at Corps request.

E. Comply with all University regulations regarding the use of campus services and facilities.

F. Conduct coordinated and periodic inspections of Corps collections at least once every three years, providing notice to the University prior to such visits. Inspections shall be conducted pursuant to the Federal Property and Administrative Services Act (40 U.S.C 484) and its implementing regulations (41 CFR 101) and any applicable Department of Army regulations.

G. Ensure that the University is kept informed of the status of NAGPRA coordination regarding University-curated collections by providing copies to the University of related district NAGPRA correspondence.

3. AWARD INFORMATION.

3.1 Type of Award Instrument. USACE intends to award to a single cooperative agreement to one Recipient for one base period with a possibility of up to four separate one-year options. Options may be exercised at the sole discretion of USACE.

3.2 Estimated Funding. Minimum funding for the base period cooperative agreement is \$27,000. The Recipient of this base period cooperative agreement may be offered up to 4 separate one-year options extending the terms and conditions of the base year cooperative agreement.

Funds presently available for performance for the base period cooperative agreement are \$27,000. The Government's obligation for performance of the cooperative agreement beyond the initial base year cooperative agreement is contingent upon the availability of appropriated funds and utilization of this cooperative agreement by USACE Districts. No legal liability on the part of the Government for any payment may arise for performance under any option until funds are made available for performance is executed by both the Recipient and the Government. Recipients should only expend funds once there is a fully executed cooperative agreement. The award document will specify the amount of funding available and obligated by the Government.

3.3 Period of Performance. The term of the Cooperative Agreement will be for a base period and four optional years starting at the date of award.

4. ELIGIBILITY INFORMATION.

4.1 Eligible applicants must be a non-profit organization.

4.2 Cost Sharing. 100% USACE funded.

5. APPLICATION AND SUBMISSION INFORMATION.

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

5.2 Content and Form of Application Submission. All mandatory forms and any applicable optional forms must be completed in accordance with the instruction on the forms and the additional instructions below. The proposal must include all information requested in these instructions. Failure to fully comply with these instructions may be cause for rejection of the proposal.

5.2.1 SF 424. Application for Federal Assistance (Required).

5.2.2 SF 424A. Budget Information for Non-Construction Programs (Required).

5.2.3 SF 424B. Assurances – Non-construction Programs (Required).

5.2.4 Program Narrative. Detailed narrative demonstrating how applicant will accomplish goals and objective of the program.

5.3 Application shall be received NO LATER THAN 22 February 2016. Applications received after the due date will not be considered.

~~5.3.1 Past Cost Documentation. Examples of past financial documentation submitted to a Federal agency for conservation work crews, teams, interns, and leaders as further described in 8.1.2 and 8.1.3.~~

5.4 Submission Instructions. Applications may be submitted via the internet on www.grants.gov.

5.4.1 Internet. Applicants are required to submit proposals through Grants.gov. Applicants are responsible for ensuring that their Grants.gov proposal submission is received in its entirety. The Government bears no responsibility for data errors resulting from transmission of conversion processes associated with electronic submissions. The Government will bear no responsibility for delays in submissions due to technical difficulties at or with the Grants.gov website. All applicants must be registered and have an account with Grants.gov. For more information on registration, go to <http://www.grants.gov/web/grants/applicants/organization-registration.html>.

5.5 Inquiries. Inquiries shall be submitted electronically to the Point of Contact (POC) for inquiries, Traci Robicheaux at email address traci.d.robicheaux@usace.army.mil or Angela Zahid at email address angela.zahid@usace.army.mil. Please include # W9126G-16-2-RFP-0001 in subject line of email. Questions

relating to Grants.gov including the registration process and system requirements should be directed to Grants.gov Contact Center at 1-800-518-4726.

5.6 Required Forms. All documentation listed in Section 5.2 must be submitted as part of the application. Standard Forms are available for download at <http://www.grants.gov/web/grants/forms.html>.

5.7 System for Award Management (SAM). Recipients must be registered in SAM prior to award(s) of Federal Assistance. For more information, see the SAM website at www.sam.gov.

5.8 DUNS Number. All applicants are required to provide a Dun and Bradstreet Data Universal Numbering System (DUNS) when applying for federal assistance agreements.

5.9 Incurred Expenses. The Government is not responsible for any costs incurred or associated with preparation and submission of any applicant proposals.

6. APPLICATION REVIEW INFORMATION.

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

6.1.1 Initial Review. The Government will perform an initial review to determine that the applicant is (1) eligible in accordance with Section 7 of the announcement; (2) all information required by Section 5 has been submitted; and (3) all mandatory requirements are satisfied. The specific review and award criteria are identified in Section VII.

6.1.2 Merit Review. The application and program narrative will be evaluated by a USACE panel on whether the applicant demonstrates the ability to meet the goals and objectives of the program. Specifically, the narrative will be evaluated to ensure the Applicant demonstrated the ability to: (1) Meet all of the requirements set forth in 36 CFR Part 79; (2) Successfully administer the Cooperative Agreement to include all reporting requirements.

6.2 Anticipated Award Date.

6.2.1 Announcement Issue Date.

6.2.2 Announcement Due Date.

6.2.3 Estimated Award Date.

7. REVIEW AND AWARD CRITERIA.

USACE will consider and evaluate only those applications that separately address each of the merit review criterion below. Each applicant is required to provide a sufficient narrative of the following criteria elements, which must be labeled.

7.1 Criteria Element 1 - Meet Federal Facility Standards. Recipient must be a qualifying facility able to protect the SWD collections in accordance with the regulations contained in 36 CFR 79, 32 CFR 229, EP 1130-2-540, ER 1130-2-433, ER 1130-2-438.

7.2 Criteria Element 2 – Space, Security, and Environmental Standards: The recipient must be able to provide and maintain a repository facility having requisite equipment, space and adequate safeguards for the physical security and controlled environment of the collections, as detailed in 36 CFR 79.9.

7.3 Criteria Element 3 - Location and Access: The facility must be located in the state of Texas to allow reasonable access for tribal members and descendant communities, without undo travel, residing on or near ancestral lands from which the collections were recovered.

8. AWARD ADMINISTRATION INFORMATION.

8.1 Award Notices. Written notice of award will be given in conjunction with issuance of a cooperative agreement signed by a Grants Officer. The cooperative agreement will contain the effective date of the agreement, the period of performance, funding information, and all terms and conditions. The Recipient is required to sign and return the document before work under the agreement commences. **Work described in this announcement SHALL NOT begin without prior authorization from a Grants Officer.**

8.2 Administrative Requirements. The cooperative agreement issued as a result of this announcement is pursuant to the administrative requirements in the DoDGARS and applicable 2 CFR part 200 regulations including those previously implemented through OMB Circulars A-110 and A-122 Cost principles.

8.3 Governing Laws and Regulations. The cooperative agreement is an agreement with the Federal Government, and thus subject to federal law as well as applicable state and local law. Federal law requires specific statutory authority for Federal agencies to enter into a cooperative agreement with non-federal persons and entities.

8.4 The cooperative agreement will be administered in accordance with and Recipients shall comply with the applicable requirements of the DoDGARS, 2 CFR part 200, and DOD Directive 3210.06, dated 06 Feb 2014. In the event of a conflict between the terms of an agreement and other governing documents, the conflict shall be resolved by giving precedence in descending order as follows: (1) Applicable federal statutes; (2) the DoDGARS; (3) 2 CFR part 200 as implemented through 2 CFR 1103.100; (3) the details of the cooperative agreement; and (4) the Cooperative Agreement terms and conditions.

8.5 Reporting.

8.5.1 Recipient will be required to submit progress, financial, and property reports quarterly, semi-annually, or annually as stipulated in the terms and conditions of the final cooperative agreement.

8.5.2 All reporting shall be in accordance with the DoDGARS and 2 CFR 200, when applicable, and/or as specified by the Cooperative Agreement.