U.S. Department of the Interior
National Park Service

Financial Assistance
Notice of Funding Opportunity (NOFO)

Program Title	Castillo de San Marcos & Fort Matanzas National Monuments Metals Preservation and Conservation
Notice of Funding Opportunity Number:	P17AS00843v6
Announcement Type:	Notice of Funding Opportunity for CESU Cooperative Agreement
CFDA Number:	CFDA 15.945

Issue Date:	09/29/2017	
Application Due Date:	11/27/2017	11:59 P.M. EST

Section A: Program Description

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

Funding Opportunity Title: Castillo de San Marcos & Fort Matanzas National Monuments Metals Preservation and Conservation

Funding Opportunity Number: P17AS00843

Catalog of Federal Domestic Assistance (CFDA) Number: CFDA 15.945

Legislative Authorities:

54 U.S.C. § 100703 - Agreements with Educational Institutions to Study National Park System Resources and Non-Park Service Resources: The NPS is authorized and directed to enter into cooperative agreements with colleges and universities in partnership with other Federal and State agencies, to establish cooperative study units to conduct multi-disciplinary research and develop integrated information products on the resources of the National Park System or the larger region of which parks are a part.

54 U.S.C. § 101702(b) – Cooperative Research and Training Programs:
The NPS is authorized to enter into cooperative agreements with public or private educational institutions, States, and their political subdivisions, for the purpose of developing adequate, coordinated, cooperative research and training activities concerning the resources of the NPS.

54 U.S.C. § 101702(a) – Agreements for the Transfer of Appropriated Funds to Carry out NPS Programs: The NPS is authorized to enter into cooperative agreements that involve the transfer of National Park Service appropriated funds to State, local and tribal governments, other public entities, educational institutions, and private nonprofit organizations for the public purpose of carrying out National Park Service programs.

Federal Regulations:

2 C.F.R. § 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

2 C.F.R. § 1402, REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

Project Background:

The primary mission of the NPS is to conserve unimpaired the natural and cultural resources and values of the National Park System for the enjoyment of present and future generations. The NPS is responsible for the preservation in perpetuity of a wide-range of cultural resources including museum objects, building systems, and in situ material subject to extreme environmental conditions such as fluctuating temperature and relative humidity, sub-tropical climates, marine

environments, hurricanes, storms and other natural disasters, general weather conditions and accelerated deterioration of historic fabric due to historic or recent uses of incompatible materials. Effective management of NPS cultural resources often requires inter-disciplinary approaches, experimentation, and cutting-edge research and documentation.

Castillo de San Marcos has a large collection of 17th, 18th, and 19th century artillery as part of its museum collection. This project will assist the park in caring for these important cultural resources.

Project Summary:

Conserve museum collection artillery on display at Castillo de San Marcos and Fort Matanzas National Monuments. Throughout this project, 25 iron cannons 23 located at Castillo de San Marcos and 2 at Fort Matanzas will receive treatments to improve the long-term care of these museum pieces. Cannons at Castillo are primarily located on the upper gun deck, only accessible by stairs. Other cannons are located within the Castillo's "Water Battery" area, and are occasionally over washed by salt water. Two cannons at Fort Matanzas are located on a small island, only accessible by park ferry boat, and located on a gun deck only accessible by stairs. The cannons lengths range in size from 100 cm to 339 cm.

Due to the difficulty of removing cannons form the upper gun decks it is preferred that treatments be done on-site. However, to assist us in determining the best possible solution for the conservation of this collection we will accept proposals for off-site treatments as well. Subsequently, single applicants may submit multiple proposals for both on and off site treatment plans.

To assist applicants in preparing proposals a collection condition summary of the cannons is provided as attachment (A) and is located in the related documents folder of this announcement.

Project Goals and Objectives:

1. Clean, remove rust, and prepare interior and exterior surfaces of 25 cannons for coating treatments.
2. Determine need & options for tampions to seal cannon interiors.
3. Treat interior and exterior surfaces of approximately 25 cannons with agreed upon coating treatments.
4. Development of a maintenance plan and schedule for cyclic maintenance to be performed by park staff on an on-going basis.

Project Tasks

1. The applicant will:

    a. Develop a work plan identifying when each artillery piece will be worked on.

b. The first ten cannons to be conserved are identified in attachment (B) located in the related documents folder of this announcement.
c. Develop a system to lift cannons off of existing mounts for conservation treatments.
d. Lifting cannons off of existing mounts.
e. Performing cleaning, rust removal, and prepping of interior and exterior cannon surfaces.
f. Treating each cannon with agreed upon primers and top coats for long-term protection of each cannon.
g. Returning cannons to existing mounts or other agreed upon areas following treatment.
h. Providing appropriate agreed upon tampion system for each cannon.
i. Preparing treatment reports and maintenance schedules for each cannon treated.
j. Will present information about this project to a minimum of two volunteer gatherings over the course of this project, one early on to help volunteers who interact with the public a working knowledge of what is being done, and one mid-to-late project as a status update.
k. Will present information about this project to two "all staff meetings" early in the project to give staff a working understanding of what will be happening during the project.
l. Will provide annual staff "walk-throughs" to discuss progress and share information about on-going care requirements.

2. The NPS will provide:

a. Access to the forts based on agreed upon work schedules.
b. A staging/storage area for materials as agreed upon.
c. Museum curators and conservators who will provide technical input regarding decisions on coating materials, methods used, and appropriate tampion development and use.

Project Deliverables:

1. Project Schedule for on or off site work for 25 iron cannons 23 at Castillo de San Marcos and 2 at Fort Matanzas. Fort Matanzas is only accessible by ferry and ferry services may be suspended at any time due to inclement weather.
2. Safety plan outlining how on-site work will be handled to ensure a safe fort environment for visitors in the area, NPS staff and volunteers, and applicant's employees.
3. Formal treatment plan for NPS approval (materials, etc.).
4. Treatment records for each cannon treated.
5. Documentation of coatings used, including product name and manufacturer.

6. Samples of each coating material for touch-up as needed.
7. Tampions for each iron gun.
8. Hoisting equipment used for this project.
9. Develop an on-going maintenance and treatment plan and corresponding schedule for each cannon.

Site Visit

A site visit is scheduled for October 19, 2017 at 9:00AM EST. If you want to participate in the visit please RSVP NLT October 15, 2017 to emmett_johnson@nps.gov. It is not mandatory for applicants to attend this visit.

Pre Inspection of Cannons

All of the cannons are located in the public use areas of the forts and applicants may inspect these cannons without prior approval/notification during normal working hours. Due to damage caused by Hurricane Irma Fort Matanzas is closed until further notice. For current information regarding the reopening and ferry operations visit the Fort Matanzas website: https://www.nps.gov/foma/index.htm

Section B: Federal Award Information

Anticipated Federal Funding: ($100,000 to $500,000)

Non-Federal Entity Cost Share: N/A.

Estimated Number of Agreements to be Awarded: One.

Estimated Amount of Funding: Up to $500,000

Anticipated Start Date: 1/01/2018.

Anticipated Term of the Agreement: 01/01/2018 – 12/31/2020

Type of Agreements:

CESU Cooperative Agreement – A legal instrument of financial assistance entered into when the principal purpose of the relationship of the agreement is to transfer something of value from the Federal awarding agency to the non-Federal entity to carry out a public purpose authorized by a law, and substantial involvement on the part of the National Park Service is anticipated in carrying out the funded activity. Stand-alone cooperative agreements contain terms and conditions, statements of work, and funding that is obligated by the cooperative agreement. They are not linked to task agreements or master cooperative agreements as they are fully self-contained.

Substantial Involvement:

1. NPS is involved with the applicant in describing the goals, jointly developing the scope and the activities to be accomplished. This must be combined with other substantial involvement, such as providing technical assistance or any of the statements listed below, that go beyond Federal stewardship responsibilities.

2. NPS staff will assist the applicant in selecting projects, providing orientation to park resources, and providing technical assistance and safety training. An offsite NPS conservator will work with the applicant to ensure appropriate techniques are used, including appropriate modern coating processes.

3. NPS will provide cultural/environmental programs to the team members including park tours, educational programs, talks on the history of the park, and other similar programs in a variety of media and will coordinate among other NPS units in the area to provide joint educational programs and field trips to NPS and other related sites.

4. National Park Service staff will develop a temporary exhibit to enhance the visitor understanding and experience of visitors to the Castillo de San Marcos National Monument. Content will be collaboratively developed by the NPS and the selectee.

5. National Park Service staff will create an on-going series of social media posts to share this project with visitors and social media users.

6. National Park Service will create an informal interpretation station to assist with interacting with park visitors and enhance visitor understanding of the importance of this project.

Section C: Eligibility Information

1. Application Due Date: 11/27/2017, 11:59PM EST

An applicant's failure to meet an 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 and incomplete application packages. Applicants must cite which CESU institution they are member of in the header of their application proposal.

2. Eligible Applicants

Institutions that are active members of the following four Regional CESU Networks: Gulf Coast, South Florida-Caribbean, Piedmont-South Atlantic Coast, and Southern Appalachian Mountains.

Section D: Application and Submission Information

1. Contents and Form of Application Submission

You must complete the mandatory forms listed below in accordance with the instructions contained in the form below, as required by this NOFO. Do not include any proprietary or personally identifiable information. A complete application should include:

- Project Narrative/Proposal Submission Format -The proposal is a narrative description that should specifically address:
  - Each of the review criteria outlined in section E.
  - Describe how the applicant will accomplish the Objectives, Tasks and Deliverables of the project.
  - Include a detailed budget with justification.
  - Within the proposal header the applicant must identify which regional CESU Network they are an active member of.
  - The proposal text must be no longer than 10 pages, no smaller than font size 11, and have 1-inch margins. The 10-page limit includes all text. Figures, photos, references, resumes and required forms SF-424, SF-424A, SF-424B, and the SF-LLL are not counted as part of the 10 page limit.
  - Additionally, only information that is pertinent to the proposal should be included.

- Standard Form 424 - Application for Federal Assistance
  Complete this form as much as possible with all applicable information.

- Standard Form 424A - Budget Information

  The project budget shall include detailed information on all cost categories and must clearly identify all project costs. Unit costs shall be provided for all budget items including the cost of work to be provided by contractors or sub-recipients. In addition, applicants shall include a narrative description of the items included in the project budget, including the value of in-kind contributions of goods and services provided to complete the project when cost share is identified to be included (reference section C of this announcement). Cost categories can include, but are not limited to, those costs items included in the application proposal, the SF424A and SF424C.

- Standard Form 424B – Assurances
  This form must be signed and submitted with your application.

- Standard Form LLL - Disclosure of Lobbying Activities, In accordance with 43 C.F.R. § 18 and 31 U.S.C. § 1352 this form must be completed and signed.

- Indirect Costs

  The indirect cost rate for this award will be the 17.5% Modified Total Direct Cost (MTDC) as outlined in the applicable CESU Master – Joint Venture Agreement. The indirect costs need included as a line item in the SF-424A and the budget contained in the proposal.

  MTDC excludes equipment, capital expenditures, rental costs, tuition, scholarships and fellowships, participant support costs and the portion of each sub award in excess of $25,000. To summarize if the applicants budget proposal contains any of the items listed above these charges must be subtracted from the Direct Charges to create the MTDC and that is the amount the indirect charges cost will be calculated from.

- Other Documents required by the program -

  All 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. If any overlap exists, applicants must provide a description of the overlap in their application. Applicants must also state whether the application submitted for consideration under this program is/is not in any way duplicative of any application that was submitted for funding consideration to any other potential funding source (Federal or non-Federal). If such a circumstance exist, applicants must detail when the other duplicative proposal(s) were submitted, to whom (entity name and program), and when funding decisions are expected to be announced. If at any time a proposal is awarded funds that would be duplicative of the funding requested from NPS, the applicant must immediately notify the NPS point of contact.

- 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 C.F.R. § 17)

2. 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 or plan 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 a non-Federal entity until the non-Federal entity has complied with all applicable unique entity identifier and SAM requirements. If a non-Federal entity 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 addition, 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

3. Submission Dates and Times

Applicants are held responsible for their proposals being submitted to the National Park Service. Applications must be received by 11/27/2017, 11:59PM EST. Applicants are encouraged to submit the application well before the deadline.

Application preparation time may take several weeks, so please 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.

A single institution may submit multiple applications.

4. 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:
http://www.whitehouse.gov/omb/grants_spoc/

5. 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 a Financial Assistance Awarding Officer.

6. Other Submission Requirements

Applications must be submitted by email to the National Park Service by the deadline identified in paragraph 4 above. Applications submitted by other means or not received by the deadline will not be considered.

Applications must be sent to: emmett_johnson@nps.gov. the subject line of the e-mail should include the NOFO Nr P17AS00843.

The applicant's proposal and all other required documents and forms identified in paragraph 2 of this section should be incorporated into one .pdf file attached to the applicants email. The proposal narrative should be the first document of the pdf file followed by the required forms and documents.

Upon receipt of an application the FAAO will send a receipt confirmation email to the applicant. If an applicant does not receive this confirmation email with 72hrs please contact Emmett Johnson via telephone at (305) 242-7028.

In the event the applicant experiences technical difficulties with submitting their application, please contact: Emmett Johnson via telephone at (305) 242-7028.

START THIS PROCESS EARLY DON'T DELAY!

Section E: Application Review Information

1. Criteria

NPS will evaluate and consider only those applications that separately address each of the merit review criteria. Each applicant is required to provide a detailed narrative, in accordance with section D.2., of the following criteria elements. It is HIGHLY recommended that the project narrative have sections labeled as follows:

Criterion 1	
Description	Weight 20%
Organization and Mission	The degree to which the applicant adequately demonstrates experience and expertise in research, methods, and techniques regarding the preservation, treatment, and/or restoration of 17th, 18th, and 19th century iron cannons.

Criterion 2	
Description	Weight 20%
Personnel and Resources	The degree to which the applicant demonstrates staff or faculty expertise in research, methods, and techniques regarding the preservation, treatment, and/or restoration of 17th, 18th, and 19th century iron cannons. The degree to which the applicant demonstrates its facilities, equipment, centers, or institutes that would provide support in research, methods, and techniques regarding the preservation, treatment, and/or restoration of up to 30 iron cannons 17th, 18th, and 19th century iron cannons.

Criterion 3	
Description	Weight 20%
Past Performance	The degree to which the applicant adequately demonstrates past research, technical assistance, and educational services research, methods, and techniques regarding the preservation, treatment, and/or restoration of 17th, 18th, and 19th century iron cannons, in situ within the park setting, supported through CESU or other Federal financial assistance awards.

Criterion 4	
Description	Weight 20%
Site Feasibility	The degree to which the applicant adequately demonstrates past research, technical assistance, and educational services research, methods, and techniques to perform preservation/conservation work with artillery pieces in situ within the park setting, in a manner to keep

	visitors, NPS staff and volunteers, and applicant staff safe.

Criterion 5	
Description	Weight 20%
Proposal	The degree to which the applicant adequately describes the proposal for performing conservation treatments on these cannons, in situ at Castillo de San Marcos & Fort Matanzas. This section must include suggested treatment methods but also allow for input from NPS specialists on preferred treatment methods and coatings.

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 on a 0-10 point scale:

10	Superior	(100 % of weighted average)
8	Good	(80 % of weighted average)
6	Satisfactory	(60 % of weighted average)
4	Marginal	(40 % of weighted average)
2	Poor	(20 % of weighted average)
0	Not Acceptable	(No score)

Rating	Descriptive Statement
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.
8	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.
6	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.
4	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.
2	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.
0	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 merit review recommendation, 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 C.F.R. § 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 C.F.R. § 200.207, being incorporated into the final award.

Prior to making a Federal award, any information about the applicant that is in the designated integrity and performance (currently FAPIIS) will be reviewed and considered (see 41 U.S.C. § 2313). Applicants may review and comment about any information about itself in FAPIIS. The Federal awarding agency will consider any comments by the applicant, in addition to the other information in the designated integrity and performance system, in making a judgment about the applicant's integrity, business ethics, and record of performance under Federal awards when completing the review of risk posed by applicants as described in 2 C.F.R. §200.205

Section F: Federal Award Administration Information

1. Federal Award Notices

Upon being selected for the award, the successful applicant will receive a notification of the selection of their application for funding. 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 cooperative agreement will be sent for signature.

Work cannot begin before the non-Federal entity receives a fully executed copy of the cooperative agreement which contains the signature of the Financial Assistance Awarding Officer. Any pre-award costs incurred prior to the receipt of a signed agreement or written notice signed by a Financial Assistance Awarding Officer authorizing pre-award costs, is at the applicant's own risk. A signed cooperative agreement signed by a Financial Assistance 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. 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 C.F.R. 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 Financial Assistance 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 A of this announcement (Contact the Financial Assistance Awarding Officer with any questions regarding the applicability of any terms and conditions).

- 2 C.F.R. Part 175 - Trafficking Victims Protection Act of 2000
- 2 C.F.R. Parts 182 & 1401 - Government-wide Requirements for a Drug-Free Workplace
- 2 C.F.R. 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 C.F.R. 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 by written agreement signed by both the non-Federal entity's Authorized Representative and the Financial Assistance Awarding Officer. Administrative changes (i.e. Financial Assistance 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 signed unilaterally by the Financial Assistance Awarding Officer. Additionally, a unilateral modification 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 to the agreement. No oral statement made by any person, or written statement by any person other than the NPS Financial Assistance 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 Financial Assistance Awarding Officer.

3. 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 Financial Assistance 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 cooperative 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:
http://www.whitehouse.gov/omb/grants/standard_forms/ffr.pdf

The NPS Financial Assistance 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 Financial Assistance 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 Financial Assistance 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 cooperative 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 C.F.R. 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 Financial Assistance 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.

4. Reporting Matters Related to Recipient Integrity and Performance:

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings in accordance with Appendix XII to 2 C.F.R. 200.

Section G: Federal Awarding Agency Contacts

Agency Contact Information:

Emmett Collin Johnson
Financial Assistance
Awarding Officer (FAAO)

NPS Southeast Region,
South Major Acquisition
and Buying Office
c/o Everglades National Park
40001 State Rd 9336
Homestead, FL 33034
(305) 242-7028
emmett_johnson@nps.gov

Questions and Requests pertaining to this Notice of Funding Opportunity shall be submitted via email to: emmett_johnson@nps.gov

Questions must be submitted by November 10, 2017 at 3 P.M. EST. Questions submitted after this time many not be considered. Answers to all questions will be posted in the Q&A document posted under the related documents tab of this announcement on grants.gov.

Section H: Other Information:

1. 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.

2. 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 -
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 Financial Assistance 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 Financial Assistance 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 Financial Assistance Awarding Officer that a payment request has been submitted. The NPS Financial Assistance 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 Financial Assistance Awarding. 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 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 Financial Assistance 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.

E. Identified activities: [Enumerated as appropriate]

4. REPORTS AND/OR DELIVERABLES

A. Specific projects, tasks or activities for which funds are advanced will be tracked and reported by quarterly submission of a SF–425 Federal Financial Report (FFR) and quarterly submission of a Performance Report. A final SF–425 and Performance Report shall be submitted at the completion of the Agreement. The following reporting period end dates shall be used for interim reports: 3/31, 6/30, 9/30, 12/31. For final the SF–425 and Performance Report, the reporting period end date shall be the end date of the agreement. Interim reports shall be submitted no later than 30 days after the end of each reporting period. Annual and final reports shall be submitted no later than 90 days after the end period date. All reports shall be submitted via email to the NPS AO with a copy to the NPS Agreements Technical Representative via email. 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 a written instrument executed by the parties. Modifications will be in writing and approved by the NPS Financial Assistance Awarding Officer and the authorized representative of Recipient.

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 (NonProcurement)";

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 Subawards 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 subaward to a subrecipient, except for a subaward 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 http://www.ecfr.gov/cgi–bin/text–idx?SID=fd6463a517ceea3fa13e665e525051f4&node=sp2.1.200.f&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 http://harvester.census.gov/sac/.

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, subrecipients under this award, and subrecipients' 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 subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient 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 subrecipient 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 subrecipient 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 subrecipient 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 subaward 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 subrecipient 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 subawards or subcontracts over the simplified acquisition threshold, 42 CFR § 52.203–17 (as referenced in 42 CFR § 3.908–9).

11) **Reporting Subawards And Executive Compensation**

a) Reporting of first–tier subawards.

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 subaward 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 subaward 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 subawards); 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 subawards); 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 Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph D. of this award term, for each first–tier subrecipient under this award, you shall report the names and total compensation of each of the

subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. In the subrecipient's preceding fiscal year, the subrecipient 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 subawards); 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 subawards); 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 subrecipient 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 subaward. For example, if a subaward 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 subrecipient 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. Subawards, and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

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 subrecipient under an award or subaward to a non–Federal entity.

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

3. Subaward:

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 subrecipient.

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 subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. Subrecipient means an entity that:

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

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient'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) **Conflict of Interest**

a) The Recipient must establish safeguards to prohibit its employees and Sub–recipients from using their positions for purposes that constitute or present the appearance of a personal or organizational conflict of interest. The Recipient is responsible for notifying the Financial Assistance Awarding Officer in writing of any actual or potential conflicts of interest that may arise during the life of this award. Conflicts of interest include any relationship or matter which might place the Recipient or its employees in a position of conflict, real or apparent, between their responsibilities under the agreement and any other outside interests. Conflicts of interest may also include, but are not limited to, direct or indirect financial interests, close personal relationships, positions of trust in outside organizations, consideration of future employment arrangements with a different organization, or decision–making affecting the award that would cause a reasonable person with knowledge of the relevant facts to question the impartiality of the Recipient and/or Recipient's employees and Sub–recipients in the matter.

b) The Financial Assistance Awarding Officer and the servicing Ethics Counselor will determine if a conflict of interest exists. If a conflict of interest exists, the Financial Assistance Awarding Officer will determine whether a mitigation plan is feasible. Mitigation plans must be approved by the Financial Assistance Awarding Officer in writing.

c) 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/or Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

13) **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 C.F.R. § 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 subaward 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) Subrecipients may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Non-Federal entities s shall consider any Subrecipient requests for such price adjustment.

(iii) The Financial Assistance 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 C.F.R. § 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 C.F.R. § 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 subrecipient 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 C.F.R. § 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 C.F.R. § 10.26 and this agreement. Upon direction of the Administrator or upon the Financial Assistance 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 Financial Assistance 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 C.F.R. § 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 C.F.R. § 10. Such disputes shall be resolved in accordance with those. This includes disputes between the non-Federal entity (or any of its Subrecipients) and the contracting agency, the Department of Labor, or the workers or their representatives.

(i) *Antiretaliation.* 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 Subrecipient compliance with the requirements of this clause and may be held liable for unpaid wages due Subrecipient workers.

(k) *Subawards.* The non-Federal entity shall include the substance of this clause, including this paragraph (k) in all subawards, 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)