

**U.S. Department of the Interior
National Park Service**

**Financial Assistance
Notice of Funding Opportunity (NOFO)**



Program Title	National Native American Graves Protection and Repatriation Act (NAGPRA) Program
Notice of Funding Opportunity Number:	P20AS00025
Announcement Type:	Initial
CFDA Number:	15.922

Issue Date:	<u>12/19/2019</u>		
Application Due Date:	<u>02/14/2020</u>	Time AM/PM Zone	<u>11:59PM PT</u>

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Section A: Program Description

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

Funding Opportunity Title: NAGPRA Consultation/Documentation Grants FY2020

Funding Opportunity Number: P20AS00025

Catalog of Federal Domestic Assistance (CFDA) Number: 15.922

Legislative Authority: 25 U.S.C. 3008

Federal Regulations: 2 CFR § 200; 2 CFR § 1402; 43 CFR § 10

Program Background Information and Objectives:

The National Native American Graves Protection and Repatriation Act (NAGPRA) Program assists the Secretary of the interior with some responsibilities under NAGPRA. One of these responsibilities is to administer the section of NAGPRA which authorizes the Secretary of the interior to make grants to museums, Indian Tribes, and Native Hawaiian organizations for the purposes of assisting in consultation, documentation, and repatriation of native American cultural items, including human remains, funerary objects, sacred objects, and objects of cultural patrimony (25 U.S.C. 3008).

Under this Funding Opportunity, grant funds must be used for **CONSULTATION** or **DOCUMENTATION** projects under NAGPRA. Consultation projects support efforts related to compiling or revising a NAGPRA inventory and making or responding to requests for repatriation of items in a NAGPRA summary. Documentation projects support determining the geographical origin, cultural affiliation, and other basic facts surrounding the acquisition of Native American cultural items. Consultation and documentation projects should lead to determining control, treatment, repatriation, and disposition of NAGPRA cultural items.

Secretary of the Interior Priorities:

This program supports the following Secretary of the Interior priorities:

- Expand lines of communication with Governors, state natural resource offices, Fish and Wildlife offices, water authorities, county commissioners, Tribes, and local communities.
- Support tribal self-determination, self-governance, and sovereignty.
- Reduce the administrative and regulatory burden imposed on U.S. industry and the public.

This program supports the priorities listed above by assisting Indian Tribes, Native Hawaiian organizations, and museums in repatriation activities required under NAGPRA. Grant funds support activities including travel, consultation meetings, and training, all of which are required under the regulations. Through these activities, this grant program allows all recipients to expand lines of communication with Tribes, support tribal sovereignty, and reduce the administrative and regulatory burden imposed by the Act.

Section B: Federal Award Information

Anticipated Federal Funding:

The amount of funding available per award for this NOFO will be determined once final FY 2020 appropriations have been made. This NOFO will be cancelled if FY2020 appropriations are insufficient to support new awards.

Non-Federal Entity Cost Share:

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

Estimated Number of Agreements to be Awarded:

Based on prior year data, NPS anticipates between 30 and 40 agreements for FY2020. The actual number of awards will depend on the number of meritorious applications and the availability of appropriated funds.

Estimated Amount of Funding Available Per Award:

The amount of funding available per award for this NOFO will be determined as part of the application review process based on applications received and funding made available through appropriations. Based on prior year data, NPS anticipates the average dollar amount of awards made under this announcement to be between \$5,000 to \$90,000.

Anticipated Start Date:

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

Anticipated Term of the Agreement:

Agreement terms for funded projects are estimated to range between one and five years, depending on the negotiated project statement of work. Agreements are not effective until fully executed with signature from the NPS Financial Assistance Awarding Officer. Prior to the expiration of this agreement, modifications may be proposed by either party and will become effective upon written approval of both parties.

Type of Agreement: Grant

A legal instrument of financial assistance between The National Park Service and a non-Federal entity that, consistent with 31 U.S.C. § 6302, 6304:

(1) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. § 6101(3)); and not to acquire property or services for the Federal awarding agency's direct benefit or use;

(2) Is distinguished from a cooperative agreement in that it does not provide for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

Substantial Involvement:

For a grant agreement, no substantial involvement on the part of the National Park Service is anticipated.

Data Availability:

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

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

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

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

Conflict of Interest:

1) Applicability.

- (a) This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.
- (b) In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 2 CFR 200.318 apply.

2) Requirements.

- (a) Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.
- (b) In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or subrecipient or in development of the requirement leading to the funding announcement.

- (c) No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.
- 3) Notification.
- (a) Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR 200.112, Conflicts of interest.
- 4) Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Financial Assistance Officer in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subrecipients. Restrictions on Lobbying. Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 USC 1352.
- 5) Review Procedures. The Financial Assistance Officer will examine each conflict of interest disclosure on the basis of its particular facts and the nature of the proposed grant, and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it.
- 6) Enforcement. Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

Other Information:

Applications for renewal or supplementation of existing projects are eligible to compete with applications for new Federal awards. Applications to renew or supplement existing projects must explain in full the specific, discrete project that can be accomplished within the term of the agreement that is a part of a larger, ongoing project.

Multiple Projects or Multiple Proposals

Applicants may submit more than one consultation/documentation proposal during the fiscal year. A separate and complete proposal package must be submitted for each unique project. A maximum of \$90,000 is available for a unique consultation/documentation project.

Multiple proposals from museums, Indian Tribes, and Native Hawaiian organizations can be submitted for the same project, however, applicants should determine how the \$90,000 will be distributed among the requestors prior to submittal and budget accordingly. A single joint request is preferred for each single project.

Section C: Eligibility Information

Announcement Closing Date: February 14, 2020 11:59PM PT

Applications will be reviewed and evaluated as they are received and may be submitted at any time up until the closing date of this announcement. 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.

1. Eligible Applicants

Federally recognized Indian tribes, Alaska Native villages, Native Hawaiian organizations, and museums are eligible to apply. Federal agencies may not apply for grants. The following entities are eligible to apply for a NAGPRA Consultation/Documentation Grant:

a. An Indian Tribe, Alaska Native village, or Native Hawaiian Organization

An "Indian tribe" means any tribe, band, nation, or other organized group or community of Indians, including any Alaska Native village (as defined in, or established pursuant to, the Alaska Native Claims Settlement Act), which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians. The Department of the Interior has interpreted this definition as applying to over 573 Indian tribes and Alaska Native villages that are recognized by the United States Government. The Bureau of Indian Affairs' list of Federally recognized tribes is available at www.bia.gov. This list does not include Alaska regional or village corporations, although Alaska Native Villages may subcontract work under grants to such corporations.

"Native Hawaiian organization" includes any organization that: a) serves and represents the interests of Native Hawaiians; b) has as a primary and stated purpose the provision of services to Native Hawaiians; and c) has expertise in Native Hawaiian Affairs. NAGPRA states that such Native Hawaiian organizations shall include the Office of Hawaiian Affairs.

b. A museum that has control of Native American human remains, funerary objects, sacred objects, or objects of cultural patrimony and has received Federal funds.

The term "Museum" includes state or local government agencies, private institutions, and institutions of higher learning that have received Federal funds. As applicable to their institution, eligible museums must have completed and provided the following documents to the National NAGPRA Program and to Indian tribes or Native Hawaiian organizations as appropriate:

- i. **A NAGPRA Summary** of the Native American unassociated funerary objects, sacred objects or objects of cultural patrimony in their possession or control by November 16, 1993, and thereafter according to timelines established by 43 CFR 10.13 (Future Applicability Rule).
- ii. **A NAGPRA Inventory** of Native American human remains and associated funerary objects in their possession or control by November 16, 1995 (or other deadline as stipulated by the Department of the Interior), and thereafter according to timelines established by 43 CFR 10.13 (Future Applicability Rule).

A museum that has not yet completed the initial requirements of NAGPRA (summaries and inventories of its collections or holdings), but does so prior to submitting a grant proposal, may then be eligible to receive an award. Draft compliance documents will be accepted; however, they must include evidence of initiation of consultation as required by 43 CFR 10.8 (Summaries) and 43 CFR 10.9 (Inventories). These initial draft compliance documents for the museum must be on file with the National NAGPRA Program by the proposal deadline within this NOFO. Museums determined to be out of compliance with NAGPRA may be excluded from consideration.

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

2. Cost Sharing or Matching

Non-Federal cost sharing is not required to be eligible for an award under this NOFO. Per 2 CFR § 200.306 Cost sharing or matching, under Federal research proposals, voluntary committed cost sharing is not expected. It cannot be used as a factor during the merit review of applications or proposals for research projects.

3. Compliance with the National Historic Preservation Act

Projects funded under this program may constitute “undertakings” as defined by Section 106 of the National Historic Preservation Act (54 U.S.C. 306108). Accordingly, the National Park Service may consult with the appropriate State Historic Preservation Officer and/or Tribal Historic Preservation Officer prior to awarding funds.

4. Eligible Activities

NAGPRA Consultation/Documentation grants are intended to support:

- a. Museums’ efforts to further identify Native American human remains and cultural items in their collections through consultation with Indian tribes and Native Hawaiian organizations leading towards repatriation;

and/or

- b. Indian tribes and Native Hawaiian organizations’ efforts to consult with museums regarding human remains and cultural items of interest to their tribe or organization and determine items for which they desire to make a request and consult on repatriation/disposition.

Grants are used to support specific, discrete projects that can be accomplished within the term of the agreement (between one and five years). NAGPRA grants will support both new projects as well as discrete phases of larger, ongoing projects. Project activities may include, but are not limited to:

- a. Research and/or data collection. This includes academic research, database development, interviews with tribal elders, and other forms of data collection to support consultations leading to cultural affiliation and repatriation/disposition requests.
 - i. For museums this would include research to determine cultural affiliation of newly acquired collections, updating collections previously identified as culturally unidentifiable for additional tribal or aboriginal land interests of tribes, developing databases or other records management systems to improve consultations, or partnering with other museums and/or tribes to improve identification and consultation. This should not be interpreted as authorizing the initiation of new scientific studies or other means of acquiring or preserving additional scientific information from the human remains and/or cultural items.
 - ii. For tribes and NHOs, this would include developing a database system to maintain information gained from summaries and inventories, producing reports on cultural affiliation to support NAGPRA requests, or working with Indian tribes, NHOs and/or museums on projects to determine the cultural affiliation or tribal or aboriginal land connections of the human remains and cultural items.
- b. Training. This includes the development and production of conferences or workshops; attending established conferences and workshops, including the NAGPRA Review Committee meetings and trainings connected to the meetings, to gain knowledge on a variety of NAGPRA-related issues including consultations, repatriation, and handling contaminated collections.
- c. Travel. Museums, Indian tribes and Native Hawaiian organizations can use NAGPRA grants to cover travel costs for tribal representatives to view collections and consult regarding the identification, cultural affiliation, proper care, and repatriation of human remains and cultural items.
- d. Meetings. NAGPRA encourages the development of innovative techniques to bring museums, Indian tribes and Native Hawaiian organizations together to consult. Meetings can be conducted onsite or remotely via teleconferences, webinars, conference calls, etc. Meetings can range in size and scope. Museums may use NAGPRA funds to support the preparation and hosting of tribes for consultations or meetings with other museums. Tribes may consider using the grant to support various meetings including internal NAGPRA committee meetings, meetings with a NAGPRA coalition, or meetings with museums.
- e. Collections Care. Many NAGPRA items in museums were treated with potentially hazardous materials in an effort to preserve them, and now pose health and environmental concerns. Funds can be used to test collections for the presence of pesticides or other contaminants, research and document a collections treatment history, and cover the cost of decontaminating items. Funds can also be used to train museum and tribal staff on the care and maintenance of contaminated collections subject to handling in consultation and repatriation.

The table on the following pages outlines the scope of activities allowed under a NAGPRA Consultation/Documentation grant. Ineligible activity costs may be dis-allowed during the budget review process. If an applicant has questions about activity eligibility, they should contact the Awarding Agency using the information provided in Section G of this NOFO.

ACTIVITY	DOES NOT FUND	WILL FUND
Advocacy/ Fundraising	Any activity that can be construed as advocacy or fundraising, including the preparation of grants, fundraising committee meetings, and lobbying.	None.
Capital Projects	The purchase, construction, or renovation of land and/or buildings, as well as the purchase of cemetery plots, gravesites, or grave markers.	None.
Coalitions and Partnerships	Coalitions or partnerships that do not relate to the NAGPRA process.	Travel costs and materials for coalition meetings, training for coalition members, development of MOUs and other agreements to facilitate the NAGPRA process.
Consultation Meetings	Costs of entertainment, including amusement, diversion, and social activities. Alcoholic beverages. Programs, contests, festivals, or similar events and activities that do not directly impact a NAGPRA effort.	Rental of facilities, speakers' fees or stipends, costs of meals and refreshments including ceremonial food items, local transportation, and other items incidental to such meetings.
Cultural Resource Activities	Ongoing cultural resource activities not directly tied to NAGPRA activities, including: <ul style="list-style-type: none"> • Cultural properties management; • Ongoing care and curation of cultural items, including the purchase of display cases, storage furniture, or other materials to hold repatriated items; • Ongoing care and maintenance of grave sites; • Ongoing cultural protection activities. 	Culturally appropriate storage or transportation materials for NAGPRA collections. Ceremonial supplies for reburial. Contamination testing, treatment, and training on handling NAGPRA items identified for repatriation. Documentation efforts that directly support NAGPRA consultation work, including mapping, surveys, research, and studies.

ACTIVITY	DOES NOT FUND	WILL FUND
Databases and Digitization	<p>The purchase of a database to conduct work beyond the scope of the NAGPRA grant project, such as collections management.</p> <p>Digitization of non-NAGPRA collections.</p>	<p>Databases integral to the consultation process, such as a password protected database to allow tribes to access relevant parts of a collection, a database of all inventories and summaries received by a tribe, a database of objects of importance to a tribe, or a database recording a museum's or tribe's activities related to consultation.</p> <p>Digitization processes and web development in support of the consultation process.</p>
Disposition	Transfer of any human remains or objects that fall outside of NAGPRA.	Disposition of human remains and cultural items as described in the NAGPRA regulations at 43 CFR 10.2(g)(5).
Federal Agency Collections	Federal Agency compliance efforts or payments of any kind to Federal employees.	Documentation of items from Federal collections, if applied for by tribes or NHOs. Proposal must justify need for funding and make clear there is no support of Federal NAGPRA responsibilities.
Food	Alcoholic beverages; food and beverages for general meetings.	Per diem for subsistence while in travel status; food and beverages specifically needed for conferences or ceremonies.
Foreign Institutions	Consultation or documentation of cultural items that are under the control of a foreign institution.	Consultation and documentation for cultural items in the custody of a foreign institution that are under the control of a museum subject to NAGPRA.
Inventories and Summaries	Initial compliance activities, including the development and submission of initial summaries and inventories to achieve basic compliance with NAGPRA.	<p>Additional consultation or to supplement previous consultation on NAGPRA inventories;</p> <p>Inspection of faunal remains to ascertain if human remains were overlooked;</p> <p>Consultation and development of NAGPRA inventories and summaries for human remains or items that were lost or miscataloged when initial inventories were developed.</p>

ACTIVITY	DOES NOT FUND	WILL FUND
Litigation and civil penalty allegations	All litigation-related costs. All costs related to filing or mitigating an allegation of failure to comply with NAGPRA.	None.
Non-Federally recognized Indian Groups	Members of Indian groups that are not integral to the consultation process.	Travel and related expenses for representatives from Indian group(s) who are integral to a consultation.
Non-NAGPRA Collections	Consultation on any collection in the control of museums that do not have NAGPRA obligations to transfer non-NAGPRA items.	None.
Public Education and Outreach	General cultural and historic preservation interpretation or education.	Interpretation or education activities specific to a NAGPRA consultation; can include press releases, brochures, or other announcements of project activities.
Recording	General oral history projects or language curriculum activities.	Costs associated with recording or documenting a consultation.
Review Committee	Dispute actions.	Presentations at NAGPRA Review Committee meetings to inform the Committee of successes and barriers to consultation under NAGPRA.
Scientific Study or Destructive Analysis	Testing to determine whether or not the human remains are Native American.	Projects that clearly show possibly interested tribes have been consulted as to the use of destructive analysis, and that a study is integral to resolving cultural affiliation for the purpose of a NAGPRA decision, not for general information.
Smithsonian Institution	Any consultation activities associated with human remains and cultural items under the control of the Smithsonian Institution.	None.
Training	Payment for National NAGPRA Program staff to conduct training or to attend a conference or other event. General cultural resources training.	Training on handling, traditional care, or hazardous substance testing of human remains and cultural items. Training on NAGPRA and its implementation for internal museum or tribal NAGPRA committee members. Attendance at NAGPRA-specific trainings.

Section D: Application and Submission Information

1. Address to Request Application Package

An application package has been included within this NOFO for your convenience, found in Appendix A. The Application Package contains six mandatory forms, which must be submitted with your proposal (listed as numbers 1-6 below). Applicants must also submit any applicable supporting documents (listed below) using the additional Attachments Form. The Application Package can be accessed and downloaded from the Synopsis page of this announcement in Grants.gov (see the “Package” tab). Applicants may also request paper copies of application materials by contacting the Awarding Agency using the information provided in Section G of this NOFO.

2. Contents and Form of Application Submission

You must complete the mandatory forms and any applicable optional forms, in accordance with the instructions below, as required by this NOFO. Do not include any proprietary or personally identifiable information.

A complete application shall include:

- 1) Standard Form 424 – Application for Financial Assistance
- 2) Standard Form 424A – Budget Information
- 3) Standard Form 424B – Assurances
- 4) Certification Regarding Lobbying
- 5) Project Narrative (via the Project Narrative Attachment Form)
- 6) Budget Narrative (via the Budget Narrative Attachment Form)
- 7) Resumes for Key Personnel (and/or Position Descriptions, if applicable)
- 8) Letters of Commitment (if applicable)
- 9) Negotiated Indirect Cost Rate Agreement (if applicable)

1) Standard Form 424 (SF 424)

Complete this form with all applicable information. The starred/yellow highlighted fields are required. An Authorized Representative is a person who has the authority to legally bind your organization to an agreement. The Authorized Representative cannot be the same person as the Project Director, who will have primary responsibility for carrying out your project’s activities.

2) Standard Form 424A (SF 424A)

The project budget shall include detailed information on all cost categories and must clearly identify all project costs. The estimated budget must align with the projected scope of work presented in the project narrative. In addition, applicants shall include a narrative description of the items included in the project budget (see part 5 – Budget Narrative below), including the value of in-kind contributions of goods and services provided to complete the project when cost share is identified to be included. Cost categories can include, but are not limited to, those costs items included on the SF-424A. Round all numbers to the nearest dollar amount, even if exact costs are known. If any costs are not applicable to your project, fill-in \$0.00. Check that the amounts listed on the

SF-424A match those on the Budget Narrative before submitting. See Appendix B of this NOFO for additional detailed guidance on the SF-424A.

3) Standard Form 424B (SF 424B)

This form must be signed by an Authorized Representative and submitted with your application. Submission of the electronic application acknowledges that your organization certifies compliance with relevant Federal requirements to the same extent as the signature does on a paper application.

4) Certification Regarding Lobbying

This form must also be signed by an Authorized Representative and submitted with your application. It certifies that no Federal funds have been paid to any Federal employees in connection with any Federal contract, grant, loan, or cooperative agreement.

5) Project Narrative

Using the provided section headings, write a narrative that addresses the prompts listed below. Answers to all items are required (A-H and I, as applicable). Limit the narrative to eight numbered pages. Be concise but provide sufficient detail that a reviewer will be able to answer the review criteria provided in Section E, Paragraph 1 of this NOFO. Only include information that is pertinent to the proposal. Use at least 0.5- inch margins on all sides and a font size of at least twelve points. Submit your Project Narrative as a single .pdf via the Project Narrative Attachment Form available through the funding opportunity announcement on Grants.gov.

A. Objectives and Activities

- i. What are the goals and objectives of this project? How do they support the goal of this NAGPRA grant program (to increase the ability of tribes and museums to facilitate consultations and collaboration in carrying out the NAGPRA process)?
- ii. What grant-funded activities will you undertake to achieve the project objectives? See Section A of this NOFO for appropriate activities for grant funds.
- iii. What deliverables will be produced as a result of the project activities? Do not include required grant reporting as a deliverable.

B. Partnerships

List all project partners and briefly explain their involvement. Were partners involved in the development of this project? Distinguish between confirmed project partners (for whom letters of commitment are included) and potential partners, if applicable.

C. Implementation/Administration

- i. List all key project staff, including consultants. Describe their role on the project and explain how their experience and qualifications are. If you plan to hire new personnel or professional consultants, provide position descriptions or describe the criteria that will be used to competitively select these individuals or services. Key project staff are those who play a significant role in the development, execution, and/or oversight of the project. This does not include tribal elders or students but only pertains to professional contractors and personnel.

- ii. In a table or outline format, provide a schedule of completion that includes each major project activity identified in Item A of your Project Narrative and shows how the project will be completed within a 24-month period of performance. The schedule of completion should be no longer than one page per project year.
- iii. Describe what internal controls are in place to assess the progress of the grant and ensure compliance with all administrative and financial requirements. What actions will be taken if work does not proceed as planned?

D. Impact/Evaluation

- i. Describe the implementation of NAGPRA by your tribe/museum to date. What is your strategic plan for NAGPRA implementation? How will this project help further your NAGPRA strategic plan?
- ii. Describe how you will assess and evaluate project success.

E. Secretary of the Interior Priorities

Briefly explain how the proposed project meets one or more of the following Secretary of the Interior priorities:

- i. Expand lines of communication with Governors, state natural resource offices, Fish and Wildlife offices, water authorities, county commissioners, Tribes and local communities.
- ii. Support tribal self-determination, self-governance, and sovereignty.
- iii. Reduce the administrative and regulatory burden imposed on U.S. industry and the public.

F. Status of Current or Recent NAGPRA Grant(s)

State whether or not you have received a NAGPRA Consultation/Documentation Grant or Repatriation Grant within the past five years. Choose from the following three statement options, as applicable:

- i. "ABC Institute does not currently have a NAGPRA grant, nor did we complete one in the past five years."
- ii. "ABC Institute currently has an active NAGPRA grant."
- iii. "ABC Institute received a NAGPRA grant within the past five years and the grant is closed."

If ii or iii are applicable, provide the grant number(s) and project title(s) of your NAGPRA grant(s). Also provide a brief (2-3 sentence) summary of whether or not the project(s) are/were successful and why.

G. Statement of No Overlap

Applicants must provide a statement affirming that no overlap exists between the proposed project and any other active or anticipated projects in terms of activities, costs, or time commitment of key personnel, including any application that was submitted for funding consideration to any other potential funding source (Federal or non-Federal). A sample statement to satisfy this requirement might be: "ABC Institute affirms that no overlap exists between the proposed project in this application and any other active or anticipated project in terms of activities, costs, or

time commitment of key personnel, including any application that was submitted for funding consideration to any other potential funding source (Federal or non-Federal)."

If any overlap does exist and you cannot provide a statement like the one above, applicants must provide a description of the overlap in their application. If at any time funds are awarded that would be duplicative if the funding requested in this application is awarded, the applicant must immediately notify the NPS point of contact.

H. Statement of Impact on Historic Properties

Applicants must provide a statement identifying if the proposed project has the potential to impact historic properties, as defined in 36 CFR § 800.16. "Historic properties" are any prehistoric or historic districts, sites, buildings, structures, or objects that are eligible for or already listed in the National Register of Historic Places.

A sample statement to satisfy this requirement might be: "ABC Institute does not believe that the proposed project has the potential to affect historic properties as defined in Section 106 of the National Historic Preservation Act."

If the applicant cannot provide a statement like the one above, they must provide a brief description of the potential impact in their application.

I. NAGPRA Collection (Museum applicants only)

Describe the museum's Native American collections. What is the total number of NAGPRA-related items? What is the estimated number of Native American human remains in the museum's possession or control? (Specify if these are individual bones or sets of remains). If this project prioritizes or addresses certain collections/items instead of others, explain why. Museums may attach up to two pages of relevant supporting documentation if this information does not fit within the eight page limit for the proposal narrative.

6) Budget Narrative

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

- A. Personnel: Provide name, title, unit of time, quantity, cost per unit of time, and resultant dollar amount for each of the personnel included in the total line item dollar amount. (Example: Joe Smith, Registrar, 40 hours/week for 50 weeks at \$20.00/hr = \$40,000).
- B. Fringe Benefits: For each person included above, provide the fringe benefits rate and total line item dollar amount. If your organization has a separate fringe benefit rate agreement, attach it as a supplemental document to your application.
- C. Travel: Provide the unit of measure, quantity, cost per unit and resultant dollar amount for each of the following travel details: airfare, lodging, per diem, ground transportation, housing stipend and/or transportation stipend. Also provide a statement that the proposed travel and per diem costs do not exceed current maximum Federal rates (which can be found at <https://www.gsa.gov/travel/plan-book/per-diem-rates>), or that the proposed travel and per diem costs are in line with your organization's written travel policy.
- i. Under GSA requirements, the first and last travel days of any trip must be calculated at 75% of the full per diem rate. (Example: For a 3 day trip to a location with a GSA per diem rate of \$100.00, the total allowable per diem is \$75 (Day 1) + \$100 (Day 2) + \$75 (Day 3) = \$250).
 - ii. The Federal allowable mileage rate of 54.5 cents per mile should be applied to any personally owned vehicle use.
- All travel costs must adhere to applicable regulations and conditions including 2 CFR Part 200.474.
- D. Equipment: Equipment is defined in 2 CFR Part 200.33 as "tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds \$5,000." List any equipment being purchased with Federal funds, provide quotes or estimates obtained to support the cost amount, and include a written justification as to why this equipment is necessary for the proposed project. An applicant must demonstrate purchasing permanent equipment is less expensive than renting. If funded, applicants are required to maintain records demonstrating that a competitive bidding process was used to purchase such services or equipment. Recipients who purchase equipment must adhere to applicable regulations and conditions including 2 CFR Part 200.313 and 2 CFR Part 200.439.
- E. Supplies: Provide a description, quantity, cost per unit, and resultant dollar amount for any consumable supplies, raw materials, and expendable equipment (items costing less than \$5,000 and/or have an estimated useful life of less than 1 year). "General office supplies" or "miscellaneous supplies" are not acceptable line items.
- F. Contractual: Provide the contract description, unit of time, quantity, cost per unit of time, and resultant dollar amount for each contract. Do not include stipends for tribal elders here (see category H below). Where applicable, include a justification for costs indicating regional costs or ranges for services. The applicant will be required to

submit documentation showing a competitive selection process was used for contracts over \$3,000.

- G. Construction: Construction costs are unallowable under NAGPRA grants. Do not include any costs under this category and instead write \$0.00 or N/A.
- H. Other Costs: Provide a description, quantity, cost per unit, and resultant dollar amount for each item. This category includes such items as stipends for tribal elders or students and other items not previously listed. “Miscellaneous,” “overhead,” and “contingency” are not acceptable line items.
- I. Total Direct Charges: List the subtotal of budget categories A – H.
- J. Indirect Costs: Provide the indirect cost rate percentage, type (negotiated or 10% de minimis), associated base (modified total direct costs), and resultant indirect amount. If indirect costs are included you must include a copy of the current negotiated indirect cost rate agreement and apply the approved rate accordingly. Provide an explanation if the associated base differs from budget category I (Total Direct Charges). If electing the 10% de minimis rate, include a statement asserting that a negotiated indirect cost rate has never been received and the applicant is electing to charge a de minimis rate of 10% (see Section D, Item 9 “Negotiated Indirect Cost Rate Agreement” below).
- K. Total Federal Funding Request: List the total amount of federal funds being requested. Check that this amount matches those listed on the SF-424 and SF424A before submitting your application. Inconsistencies will result in delays in processing your application.

7) Resumes of Key Personnel (if applicable)

Attach brief (2 page maximum) resumes for all key project personnel, including consultants, listed in Item C.i. of the Project Narrative. If project personnel or consultants have not yet been chosen, attach detailed position descriptions and/or search criteria. The applicant must be able to prove that a competitive selection process for professional consultants was used and is documented. If awarded, applicable Recipients will be required to submit a Competitive Negotiation and Small Purchases Contracting Document which can be found on the National NAGPRA Program website (www.nps.gov/nagpra). Additional information on procurement standards for Federal grants can be found in 2 CFR Part 200 Sections 317- 326. Submit the documents as a single .pdf via the Other Narrative Attachments Form available through the funding opportunity announcement on www.Grants.gov.

8) Letters of Commitment (if applicable)

Attach letters of commitment for all project partners listed in Item B of the Project Narrative and for all professional consultants (if known). Letters should state the partner or consultant’s specific role and responsibilities in the project and assert their commitment to participating in the project if funded. Submit the letters as a single .pdf

via the Other Narrative Attachments Form available through the funding opportunity announcement on www.Grants.gov.

9) Negotiated Indirect Cost Rate Agreement (if applicable)

If your proposed budget includes indirect costs, a current negotiated indirect cost rate agreement must be provided with your proposal. The rate as proposed must meet the requirements of 2 CFR Part 200, Section 200.414 and 2 CFR Part 200, Appendix III through Appendix VII, as applicable. Proposals that fail to document their indirect costs will have those costs disallowed. Submit the document as a single .pdf via the Other Narrative Attachments Form available through the funding opportunity announcement on www.Grants.gov.

In accordance with 2 CFR § 200.414(f), if you have never received a negotiated indirect cost rate, you may elect to charge a de minimis rate of 10% of modified total direct costs. If this rate is chosen, it must be applied in accordance with 2 CFR § 200.414 and must be consistently used for all Federal awards. Proposals shall document that a negotiated indirect cost rate has never been received and the applicant is electing to charge a de minimis rate of 10%.

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

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

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

Each applicant (unless exempt under 2 CFR §25.110) is required to:

- (a) Be registered in SAM;
- (b) Provide a valid unique entity identifier in its application (currently a DUNS number);
- (c) Continue to maintain an active SAM registration with current information at all times during which it has an active Federal award or an application 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](http://www.Grants.gov) website. Utilize the following link to guide you through this process:

<http://www.grants.gov/web/grants/applicants/organization-registration.html>

4. Submission Dates and Times

Applicants are held responsible for their proposals being submitted to the National Park Service. Complete applications must be submitted to the National Park Service by **Friday, February 14, 2020, 11:59PM PT**. Applicants are encouraged to submit the application well before the deadline. **Application preparation time may take several weeks, so please start the process as soon as possible.** Applications submitted after the deadline will not be reviewed or considered for award. If it is determined that a proposal was not considered due to its being late or incomplete, the applicant will be notified during the selection process.

5. Intergovernmental Review

This funding opportunity is not subject to Executive Order (EO) 12372 “Intergovernmental Review of Federal Programs.” Applicants subject to EO 12372 must contact their State’s Single Point of Contact (SPOC) to find out about and comply with the State’s process. The names and addresses of the SPOC’s are listed at: <https://www.whitehouse.gov/wp-content/uploads/2019/02/SPOC-February-2019.pdf>.

6. Funding Restrictions

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

7. Other Submission Requirements

Applications must be submitted by electronically via Grants.gov by the deadline identified in paragraph 4 above. Applications submitted by other means or not received by the deadline will not be considered. If, due to extraordinary circumstances, an applicant is unable to submit their proposal through Grants.gov, the National NAGPRA Program may approve submission by other means. Failure on the applicant’s part to register in Dun & Bradstreet (DUNS), SAM.gov, or Grants.gov in a timely manner does not constitute extraordinary circumstances. Applications that are not submitted through Grants.gov will only be accepted if the applicant has received prior approval from the National NAGPRA Program and they are submitted by the deadline of February 14, 2020.

Proof of timely submission shall be the date and time that Grants.gov receives the application. An electronic time stamp is automatically generated within the system when the application is successfully received by Grants.gov. The applicant will receive an acknowledgement of receipt and a tracking number from Grants.gov with the successful transmission of their application. Applicants should print this receipt and save it as proof of timely submission. In the event the applicant experiences technical difficulties with submitting an application, please contact the Grants.gov Help Desk toll free at 1-800-518-4726 or support@grants.gov.

START THIS PROCESS EARLY DON’T DELAY!

Section E: Application Review Information

1. Criteria

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	
Objectives and Activities	30 Points Total
<ul style="list-style-type: none"> - Are project objectives, activities, and deliverables clearly described in detail? - Is there a logical connection between the objectives, activities, and deliverables? - Are all project activities eligible for funding? - Are project objectives consistent with the goals of the NAGPRA consultation grant program? 	

Criterion 2	
Partnerships	15 Points Total
<ul style="list-style-type: none"> - Are all project partners identified and described in detail? - Are project partners appropriate and is there evidence of their involvement in planning? - Is there evidence of commitment to this project from all partners? 	

Criterion 3	
Implementation/Administration	20 Points Total
<ul style="list-style-type: none"> - Are budget items described in detail, reasonable, and necessary to accomplish activities? - Are the roles and responsibilities of key project personnel clearly described and defined? - Are any unfilled positions or consultancies clearly described and their work clearly defined? - Can the project objectives and activities be accomplished within the timeframe provided? - Does the applicant demonstrate an ability to ensure all administrative and financial grant requirements will be met in a timely manner? 	

Criterion 4	
Impact/Evaluation	20 Points Total
<ul style="list-style-type: none"> - Is the applicant's strategic plan for NAGPRA implementation clearly described in detail? - Does the project help to achieve the NAGPRA strategic plan's goals? - Is there a plan in place for monitoring the project and ensuring all deliverables are achieved? - Are there measures in place to assess and evaluate project success? 	

Criterion 5	
Secretary of the Interior Priorities	15 Points Total
<ul style="list-style-type: none"> - Does the proposed project meet one or more of the following Secretary of the Interior priorities? <ul style="list-style-type: none"> - Expand lines of communication with Governors, state natural resource offices, Fish and Wildlife offices, water authorities, county commissioners, Tribes, and local communities. - Support tribal self-determination, self-governance, and sovereignty. - Reduce the administrative and regulatory burden imposed on U.S. industry and the public. 	

TOTAL POINTS: 100

2. Review and Selection Process

Independent reviewers and NPS personnel 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 the following scale against the specific questions listed under each criteria element in Paragraph 1 of this section:

Superior: Applicant fully addresses all aspects of the criterion, convincingly demonstrates that it will meet the NPS performance requirements and demonstrates no weaknesses in any aspect of the criteria or the goals of the grant program.

Good: Applicant fully addresses all aspects of the criterion, convincingly demonstrates a likelihood of meeting NPS requirements, and demonstrates only a few minor weaknesses in describing how the criteria and the goals of the grant program will be met.

Satisfactory: Applicant addresses all aspects of the criterion and demonstrates the ability to meet NPS performance requirements. The application contains weaknesses and/or a number of minor weaknesses in describing how the criteria and the goals of the grant program will be met.

Marginal: Applicant addresses all aspects of the criterion and demonstrates the ability to meet NPS performance requirements. The application contains significant weaknesses and/or significant minor weaknesses in describing how the criteria and the goals of the grant program will be met.

Poor: Applicant addresses some aspects of the criterion and demonstrates some doubt the likelihood of successfully meeting NPS requirements. Significant weaknesses are demonstrated and clearly outweigh any strength presented.

Not Acceptable: Applicant does not address all aspects of the criterion and the information presented indicates a strong likelihood of failure to meet NPS requirements.

Scoring of each criterion shall be based on the strengths and weaknesses of the application narrative. To assist in assigning an appropriate score, the following numerical rating values may be assigned:

	Criterion 1: Objectives & Activities	Criterion 2: Partnerships	Criterion 3: Implementation/ Administration	Criterion 4: Impact/ Evaluation	Criterion 5: Secretary of the Interior Priorities	Total Point Range
Superior	30	15	20	20	15	81-100
Good	24	12	16	16	12	61-80
Satisfactory	18	9	12	12	9	41-60
Marginal	12	6	8	8	6	21-40
Poor	6	3	4	4	3	1-20
Not Acceptable	0	0	0	0	0	0

c. Selection

The Selection Official may consider the merit review recommendation and the amount of funds available to select applications for funding.

d. Discussions and Award

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

3. Evaluation of Applicant Risk

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

Section F: Federal Award Administration Information

1. Federal Award Notices

Upon being selected for the award, successful applicants will receive a notification of the selection of their application for funding. NPS will notify the applicant selected for award by September 2020. A notice of selection is not an authorization to begin performance on an agreement. This notice will detail the next steps in the awarding process. Once all clearances and reviews have been conducted, a grant agreement will be sent for signature.

Work cannot begin before the non-Federal entity receives a fully executed copy of the grant agreement which contains the signature of the 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 grant 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 CFR Part 200](#) - Uniform Administrative Requirements, Cost Principles, and Audit Requirements For Federal Awards.

b. Standard Award Terms and Conditions

Acceptance of a Federal financial assistance award from the Department of the Interior carries with it the responsibility to be aware of and comply with the terms and conditions of the award. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means. Awards are based on the application submitted to, and as approved by the 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 B of this announcement (Contact the Financial Assistance Awarding Officer with any questions regarding the applicability of any terms and conditions).

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

c. Order of Precedence

Any inconsistency in the agreement shall be resolved by giving precedence in the following order: (a) Any national policy requirements and administrative management standards; (b)

2 CFR Part 200, in its entirety; (c) requirements of the applicable OMB Circulars and Treasury regulations; (d) special terms and conditions; (e) all agreement sections, documents, exhibits, and attachments; (f) and the non-Federal Entity's project proposal.

d. Modifications

The agreement may be modified 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. Award Instrument Information

Projects will be funded, subject to the availability of funds, by issuance of a grant agreement. The final grant agreement will identify the amount of funding provided by NPS, any cost share to be provided by the non-Federal entity, a detailed Statement of Work, for the project, a project plan, and detailed project budget.

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 for a successful proposal has been signed by the NPS Financial Assistance Awarding Officer, the non-Federal entity may incur costs as specified in the approved budget submittal.

g. Funding Restrictions

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

h. Cost Principles:

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

i. 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 grant agreement. A final FFR shall be submitted no more than 90 calendar days after the end date of the agreement.

The FFR can be downloaded at:

<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html#sortby=1>

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 grant agreement. A final performance report shall be submitted no more than 90 calendar days after the end date of the agreement.

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

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

Before submitting the performance report to the NPS 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 a recipient's 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 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 CFR 200](#).

Section G: Federal Awarding Agency Contacts

NPS Contact Information:

Name: Sarah Glass
Address: National NAGPRA Program
1849 C Street NW, Mail Stop 7360
Washington, DC 20240
Phone: 202-354-2201
E-mail: nagpra_grants@nps.gov

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

Name: Sarah Glass
Address: National NAGPRA Program
1849 C Street NW, Mail Stop 7360
Washington, DC 20240
Phone: 202-354-2201
E-mail: nagpra_grants@nps.gov

Questions relating to the grants.gov registration process, system requirements, how an application form works, or the submittal process must be directed to Grants.gov at 1-800-518-4726 or support@grants.gov. Please only contact the Grants.gov help desk for questions related to Grants.gov.

Section H: Other Information:

1. Program Information

The National NAGPRA Program and the National Park Service have awarded NAGPRA grants since 1994. From 1994 through 2019, approximately 998 NAGPRA grants have been awarded. NAGPRA authorizes the Secretary of the Interior to make grants to museums, Indian tribes, and Native Hawaiian organizations for the purposes of assisting in consultation, documentation, and repatriation of Native American cultural items, including human remains, funerary objects, sacred objects, and objects of cultural patrimony (25 U.S.C. 3008). Two types of grants are available each fiscal year: Consultation/Documentation Grants and Repatriation Grants. More information can be found on the program website: www.nps.gov/nagpra.

2. Proprietary and Personally Identifiable Information

a. Notice of Potential Disclosure under Freedom of Information Act

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

b. Personally Identifiable Information

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

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

Public PII:

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

Protected PII:

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

3. Routine Notices to Applicants

a. Modification or Changes to the Notice of Funding Opportunity

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

b. Government Right to Reject or Negotiate

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

c. Evaluation and Administration by Non-Federal Personnel

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

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

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

Appendix A - Application Package Forms

- 1) SF-424 - Application for Financial Assistance
- 2) SF-424A - Budget Information - Non-Construction Programs
- 3) SF-424B - Assurances - Non-Construction Programs
- 4) Certification Regarding Lobbying
- 5) Project Narrative Attachment Form
- 6) Budget Narrative Attachment Form
- 7) Attachments Form

Application for Federal Assistance SF-424

*** 1. Type of Submission:**

- Preapplication
- Application
- Changed/Corrected Application

*** 2. Type of Application:**

- New
- Continuation
- Revision

*** If Revision, select appropriate letter(s):**

*** Other (Specify):**

*** 3. Date Received:**

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*** a. Legal Name:**

*** b. Employer/Taxpayer Identification Number (EIN/TIN):**

*** c. Organizational DUNS:**

d. Address:

*** Street1:**

Street2:

*** City:**

County/Parish:

*** State:**

Province:

*** Country:**

USA: UNITED STATES

*** Zip / Postal Code:**

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

*** First Name:**

Middle Name:

*** Last Name:**

Suffix:

Title:

Organizational Affiliation:

*** Telephone Number:**

Fax Number:

*** Email:**

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

11. Catalog of Federal Domestic Assistance Number:

CFDA Title:

*** 12. Funding Opportunity Number:**

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal
* b. Applicant
* c. State
* d. Local
* e. Other
* f. Program Income
* g. TOTAL

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

a. This application was made available to the State under the Executive Order 12372 Process for review on .

b. Program is subject to E.O. 12372 but has not been selected by the State for review.

c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative:

* Date Signed:

BUDGET INFORMATION - Non-Construction Programs

OMB Number: 4040-0006
Expiration Date: 02/28/2022

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. <input type="text"/>	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
2. <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
3. <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
4. <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
5. Totals		\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1)	(2)	(3)	(4)	
	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
a. Personnel	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
b. Fringe Benefits	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
c. Travel	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
d. Equipment	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
e. Supplies	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
f. Contractual	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
g. Construction	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
h. Other	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
i. Total Direct Charges (sum of 6a-6h)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>
j. Indirect Charges	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>
k. TOTALS (sum of 6i and 6j)	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
7. Program Income	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>

SECTION C - NON-FEDERAL RESOURCES

(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e)TOTALS
8. <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
9. <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
10. <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
11. <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
12. TOTAL (sum of lines 8-11)	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>

SECTION D - FORECASTED CASH NEEDS

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
14. Non-Federal	\$ <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
15. TOTAL (sum of lines 13 and 14)	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

(a) Grant Program	FUTURE FUNDING PERIODS (YEARS)			
	(b)First	(c) Second	(d) Third	(e) Fourth
16. <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
17. <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
18. <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
19. <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
20. TOTAL (sum of lines 16 - 19)	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>

SECTION F - OTHER BUDGET INFORMATION

21. Direct Charges: <input type="text"/>	22. Indirect Charges: <input type="text"/>
23. Remarks: <input type="text"/>	

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL <input type="text"/>	TITLE <input type="text"/>
APPLICANT NAME <input type="text"/>	DATE SUBMITTED <input type="text"/>

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION

* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix: * First Name: Middle Name:

* Last Name: Suffix:

* Title:

* SIGNATURE:

* DATE:

Project Narrative File(s)

* Mandatory Project Narrative File Filename:

Add Mandatory Project Narrative File

Delete Mandatory Project Narrative File

View Mandatory Project Narrative File

To add more Project Narrative File attachments, please use the attachment buttons below.

Add Optional Project Narrative File

Delete Optional Project Narrative File

View Optional Project Narrative File

Budget Narrative File(s)

* Mandatory Budget Narrative Filename:

Add Mandatory Budget Narrative

Delete Mandatory Budget Narrative

View Mandatory Budget Narrative

To add more Budget Narrative attachments, please use the attachment buttons below.

Add Optional Budget Narrative

Delete Optional Budget Narrative

View Optional Budget Narrative

ATTACHMENTS FORM

Instructions: On this form, you will attach the various files that make up your grant application. Please consult with the appropriate Agency Guidelines for more information about each needed file. Please remember that any files you attach must be in the document format and named as specified in the Guidelines.

Important: Please attach your files in the proper sequence. See the appropriate Agency Guidelines for details.

1) Please attach Attachment 1	<input type="text"/>	Add Attachment	Delete Attachment	View Attachment
2) Please attach Attachment 2	<input type="text"/>	Add Attachment	Delete Attachment	View Attachment
3) Please attach Attachment 3	<input type="text"/>	Add Attachment	Delete Attachment	View Attachment
4) Please attach Attachment 4	<input type="text"/>	Add Attachment	Delete Attachment	View Attachment
5) Please attach Attachment 5	<input type="text"/>	Add Attachment	Delete Attachment	View Attachment
6) Please attach Attachment 6	<input type="text"/>	Add Attachment	Delete Attachment	View Attachment
7) Please attach Attachment 7	<input type="text"/>	Add Attachment	Delete Attachment	View Attachment
8) Please attach Attachment 8	<input type="text"/>	Add Attachment	Delete Attachment	View Attachment
9) Please attach Attachment 9	<input type="text"/>	Add Attachment	Delete Attachment	View Attachment
10) Please attach Attachment 10	<input type="text"/>	Add Attachment	Delete Attachment	View Attachment
11) Please attach Attachment 11	<input type="text"/>	Add Attachment	Delete Attachment	View Attachment
12) Please attach Attachment 12	<input type="text"/>	Add Attachment	Delete Attachment	View Attachment
13) Please attach Attachment 13	<input type="text"/>	Add Attachment	Delete Attachment	View Attachment
14) Please attach Attachment 14	<input type="text"/>	Add Attachment	Delete Attachment	View Attachment
15) Please attach Attachment 15	<input type="text"/>	Add Attachment	Delete Attachment	View Attachment

Appendix B – Detailed Budget Guidance for SF424A Budget Information

Section A – Budget Summary

Under column (a) “Grant Program Function or Activity” write “Federal Grant Funds” for row 1 and, if applicable, “Applicant Cost Share” for row 2.

The Catalog of Federal Domestic Assistance Number for column (b) is 15.922 for rows 1 and 2. Row 1, column (e) New or Revised Budget – Federal: enter total amount of grant funds being requested and \$0.00 for column (f) Non-Federal

Row 2, column (e) New or Revised Budget – Federal: enter \$0.00 and total amount of cost-share being provided (if any) or \$0.00 for column (f) Non-Federal.

Section B – Budget Categories

The headings under “Grant Program Function or Activity” in columns (1) and (2) are prepopulated with the titles from Section A: “Federal Grant Funds” and “Applicant Cost Share.” Enter the total amounts for each Object Class Category (a. Personnel, b. Fringe Benefits, etc.). Enter Federal funds being requested in column (1) and cost-share amounts (if applicable) in column (2).

Leave columns (3) and (4) blank.

Column (5) and Row (k) Totals will self-populate.

Leave number 7 “Program Income” blank.

Section C – Non-Federal Resources

If including cost share, enter only Applicant Cost Share total in row 9, column b. “Applicant”.

Leave the rest of this section blank.

Section D – Forecasted Cash Needs

Applicants may leave this section blank.

Section E – Budget Estimates of Federal Funds Needed for Balance of the Project

Applicants may leave this section blank.

Section F – Other Budget Information

If no indirect costs included in proposal, leave this section blank.

If requesting indirect costs, enter total direct costs in box 21 “Direct Charges” (should match Section B, #6i, column (5)).

Enter total indirect costs in box 22 “Indirect Charges” (should match Section B, #6j, column (5)).

Enter applied Indirect Cost Rate in box 23 “Remarks”.

Remember to include a current Negotiated Indirect Cost Rate Agreement with your proposal.

Appendix C - 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

The following is the standard insurance and the liability term that may be adjusted in accordance with DIG 2014-01. The final term will be based on an evaluation of the statement of work and associated risk as determined by the FA Awarding Officer.

- 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 in 2 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 implementing 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) Minimum Wages Under Executive Order 13658 (January 2015)

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

“United States” means the 50 states and the District of Columbia.

“Worker”—

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

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

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

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

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

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

Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(b) *Executive Order Minimum Wage rate.*

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

(2) The non-Federal entity shall adjust the minimum wage paid, if necessary, annually thereafter, to meet the Secretary of Labor's annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on www.wdol.gov (or any successor Web site) and on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute. The applicable published E.O. minimum wage is incorporated by reference into this agreement.

(3) (i) The non-Federal entity may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only if labor costs increase as a result of an increase in the annual E.O. minimum wage, and for associated labor costs and relevant 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 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 CFR § 10.23](#), Deductions.

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

(7) Nothing in this clause shall excuse the non-Federal entity from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance establishing a minimum wage higher than the E.O. minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.

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

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

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

(i) Workers are covered regardless of the contractual relationship alleged to exist between the non-Federal entity or 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 CFR § part 541](#)).

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

(e) *Payroll Records.*

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

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

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

(iii) The rate or rates of wages paid;

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

(v) Any deductions made; and

(vi) Total wages paid.

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

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

(4) Failure to comply with this paragraph (e) shall be a violation of [29 CFR § 10.26](#) and this agreement. Upon direction of the Administrator or upon the 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 CFR § 10.51](#), Disputes concerning non-Federal entity compliance, the procedures for resolving disputes concerning a non-Federal entity's compliance with Department of Labor regulations at [29 CFR § 10](#). Such disputes shall be resolved in accordance with those. This includes disputes between the non-Federal entity (or any of its 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)