

SAVE AMERICA'S TREASURES GRANT MANUAL

APRIL, 2008

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National Park Service – SAT Grant Contact Information

NPS, Washington, DC, address for mail sent by overnight carrier

Most items should be sent by overnight carrier as mail delivered by the U.S. Post Office goes through irradiation treatment which destroys many materials. This treatment also delays mail from getting to the office for about two weeks.

National Park Service
Save America's Treasures Grants
1201 Eye Street NW
6th Floor (2256)
Washington, DC 20005

NPS, Washington, DC, address for mail sent through the U.S. Post Office

Please refer to note under overnight carrier above.

National Park Service
Save America's Treasures Grants
1849 C Street NW (2256)
Washington, DC 20240

Contacts in the Washington, DC, NPS, Historic Preservation Grants Division:

- Hampton Tucker, Chief, 202-354-2067, Hampton_Tucker@nps.gov
 - David Banks, Grants Administrator, 202-354-6968, David_Banks@nps.gov
 - Megan Brown, Grants Administrator, 202-354-2062, Megan_Brown@nps.gov
 - Ginger Carter, Grants Administrator, 202-513-7233, Ginger_Carter@nps.gov
 - Vedet Coleman, Grants Administrator, 202-, Vedet_R_Coleman@contractor.nps.gov
 - Jenifer Eggleston, Grants Administrator, 202-354-2069, Jenifer_Eggleston@contractor.nps.gov
 - Tawana Jackson, Grants Administrator, 202-354-2065, Tawana_Jackson@nps.gov
 - Tabitha Lewis, Grants Administrator, 202-354-2071, Tabitha_P_Lewis@nps.gov
 - Caitlyn Stewart, Grants Assistant, 202-354-2064, Caitlyn_E_Stewart@contractor.nps.gov
- Fax number for Washington, DC, office: 202-371-1794

Contact in the Midwest NPS Regional Office:

Mark Chavez
402-661-1920 (Phone)
402-661-1982 (Fax)
Mark_Chavez@nps.gov

Contact in Denver Office:

Tom Keohan
303-969-2897 (Phone)
303-987-6675 (Fax)
Tom_Keohan@nps.gov

Photographic Documentation

Photographs documenting the appearance and condition of the property, both on the exterior and on the interior, and its site and environment must be submitted with the project plans and specifications.

Labeling Photographs

Photographs must be labeled on their reverse with the following information: building name and/or address, view (e.g., north side), and description (e.g., plaster damage in dining room, north wall). Photographs keyed to a plan(s) of the building and site, while not required, facilitate review of the proposed work.

Number of Photographs

Grantees must use their own judgment as to how many photographs adequately document the building. Photographs should include overall views of elevations or rooms, as well as detail shots of significant features. Larger projects will require more photographs in order to fully document the building and site.

Photographs of Building Exteriors should include:

- views of the building in its setting, including any outbuildings and its neighbors to either side and across the street
- overall views of each side of the building
- close-up views of important features, such as windows, doors, millwork, or other things unique to your project
- close-up views showing the condition of the building's materials, especially if there are problems with deterioration

Photographs of Building Interiors should include:

- overall views of each room of the building (An easy way to do this: stand in one corner and shoot the opposite side of the room, then take a picture from the corner)
- close-up views of important features, such as fireplaces, stairways & railings, windows, doors, trim, or other things unique to your project
- close-up views showing the condition of the interior finishes on the floors, walls and ceilings, especially if there are problems Include close-up views of important elements

Clarity of Photographs

Good quality digital photographs are acceptable. NPS offers the following recommendations for good quality digital photographs:

- Digital photographs work better for overall views than for details.
- Photographs should be taken at a high resolution.
- Laser-printed digital photographs seem to be better than ink-jet-printed photographs.
- Photographs should be printed on photographic paper, not photocopy paper.
- Photographs should be printed in a reasonable size, least 4" x 6"
- Digital photographs must be printed for submission unless there are only a small number of images; these may be sent electronically to NPS. Disks of photographs are not acceptable.

Photocopied photographs (black and white or color), instant photographs, phone camera images, and photographs smaller than 3x5 are not acceptable.

Where to find forms and information on the internet

Office of Management and Budget (OMB) Circulars

http://www.whitehouse.gov/omb/grants/grants_circulars.html

State Historic Preservation Offices

<http://www.ncshpo.org/stateinfo/olist/fulllist.htm>

Secretary of the Interior's Standards for the Treatment of Historic Properties

<http://www.nps.gov/history/hps/tps/standguide/index.htm>

Section 106 Review Information

<http://www.achp.gov/work106.html>

National Park Service, Preservation Briefs

(easy-to read guidance on preserving, rehabilitating and restoring historic buildings)

<http://www.nps.gov/history/hps/tps/briefs/presbhom.htm>

National Park Service, Tech Notes

(series of publications providing practical information on traditional practices and innovative techniques for successfully maintaining and preserving cultural resources.)

<http://www.nps.gov/history/hps/tps/technotes/tnhome.htm>

INTERIM PROGRESS REPORT
NATIONAL PARK SERVICE, DEPARTMENT OF INTERIOR
HISTORIC PRESERVATION GRANTS DIVISION

Note: Interim reports are due every six months throughout the life of the grant. Failure to submit timely and acceptable progress reports places a grantee in noncompliance with the terms and conditions of the Grant Agreement and can result in withholding, suspension, or termination of the grant award.

1. Project Title:_____
2. NPS Grant Number:_____
3. A completed SF-269A, *Financial Status Report Form*, for this report period is attached. Directions for completing the form can be found in the Grant Manual.
4. Briefly describe the progress through (date) _____ in completing the objectives listed under the Grant Agreement Scope of Work (typically Special Condition #15).
5. Briefly describe any difficulties you have encountered in completing the grant work to date.
6. Describe the status of complying with all applicable Special Conditions required under your grant agreement.
 - A. NPS Concurrence with Consultant Selection
 - B. NPS Review of Plans and Specifications or other Draft Products
 - C. Section 106 Consultation with the State Historic Preservation Office
 - D. Easement Execution
 - E. Project Sign Installation
 - F. National Register Nomination
7. Please specify any changes to the Scope of Work and/or Budget you would like to request at this time.
8. If you need an extension to the end date of this project, please explain why and provide a new timeline for completion of the grant work.
9. Attach several photographs or digital images showing ALL grant work completed during the reporting period. Images may be submitted by email or on CD to NPS.

Name/Title:_____

Date:_____ Telephone:_____ Email: _____

***Please submit the report by one method only: fax (202-371-1794);
email to your grant administrator; or mail by private carrier to NPS at:
Historic Preservation Grants Division, National Park Service,
1201 Eye St. NW (Stop 2256), Washington, DC 20005.**

FINAL PROJECT REPORT
NATIONAL PARK SERVICE, DEPARTMENT OF INTERIOR
HISTORIC PRESERVATION GRANTS DIVISION

Note: The Final Project Report is due within 90 days of the end date of the grant agreement or completion of the project, whichever comes first. Failure to submit a timely and acceptable Final Project Report places can result in noncompliance with the terms of the Grant Agreement, and will result in NPS withholding payment or possibly requiring repayment of disbursed funds.

1. Project Title: _____
2. NPS Grant Number: _____
3. A completed SF-269A, *Financial Status Report Form*, for the entire grant period is attached.
4. Provide a brief summary of the work completed under this grant. Note any difference between the planned and actual scope of work and costs.
5. Describe the status of complying with all applicable Special Conditions required under your grant agreement.
 - A. NPS Concurrence with Consultant Selection
 - B. NPS Review of Plans and Specifications or other Draft Products
 - C. Section 106 Consultation with the State Historic Preservation Office
 - D. Easement Execution
 - E. Project Sign Installation
 - F. National Register Nomination
6. Provide a line-by-line breakdown of the planned and actual expenditures and compare it to the approved budget using the following format: (this is an embedded excel table – double click to open)

Line item	Planned Costs	Actual Federal Share	Actual Matching Share	Actual Total
Personnel				\$ -
Fringe Benefits				\$ -
Consultants Fees				\$ -
Travel/Per Diem				\$ -
Equipment				\$ -
Supplies				\$ -
Construction/Labor				\$ -
Other				\$ -
Total	\$ -	\$ -	\$ -	\$ -

7. Provide a summarized list of the non-Federal matching share that was used to complete the grant-assisted work. Identify each source of match, the amount, and the type (cash, donated labor, donated materials, etc.).
8. If any publications (books, pamphlets, videotapes, etc.) were produced using federal or matching share under this grant, enclose three (3) copies with the Final Report. All publications must include acknowledgement of the grant assistance and the Federal disclaimer as required by your grant agreement.
9. Provide good quality 4 x 6 photographs or high resolution digital images printed on photographic paper, of ALL work completed under this grant. Include at least three (3) views of the overall structure.

Signature: _____ Name/Title: _____

Date: _____ Telephone: _____ Email: _____

*** This form and the accompanying items must be sent by overnight courier to NPS to:
 Grants Administration, National Park Service (org. 2256), 1201 'I' Street, NW, Washington, DC 20005**

Financial Status Report short form (SF269A) – Detailed Instructions

* This form is available to download and at: <http://www.whitehouse.gov/omb/grants/sf269a.pdf>

1. Name of Federal Agency to whom this report is being submitted.
2. Federal Grant/Award Number issued by the Federal sponsoring agency.
3. Recipient's organization name and full address.
4. Recipient's Employer Identification Number (EIN) issued by the Internal Revenue Service.
5. Account or identifying number assigned by the recipient (if any).
6. Is this the Final Report "Yes" or "No". Final reports are submitted with or after the final payment request and after the project is complete.
7. Cash Basis – In a cash-basis, revenues are recognized when cash is received and deposited. Expenses are recorded in the accounting period when bills are paid

Accrual Expenditure Basis – In an accrual-basis, income is realized in the accounting period in which it is earned (e.g., once contracted services are provided, grant provisions are met, etc.), regardless of when the cash from these fees and donations is received. Expenses are recorded as they are owed (e.g. when supplies are ordered, the printer finishes your brochure, employees actually perform the work, etc.), instead of when they are paid.

8. Start date of the Federal Grant/Award agreement.
9. End date of the Federal Grant/Award agreement.
10. The purpose of columns I, II and III is to show the effect of this reporting period's transactions on cumulative financial status.
 - If this is the first, or only, reporting period, use only column III.
 - If this is the second (or more) reporting period, input the current reporting period's information in column II and copy the information from column III of your last previous report into column I of this report. Add columns I and II to get the cumulative total in column III.
- 10a. Enter the total project outlays less any rebates, refunds or credits.

For reports prepared on a cash basis, outlays include:

- the sum of actual cash disbursements for direct costs for good and services
- indirect expenses charged
- the value of in-kind contributions applied, and
- the amount of case advances and payments made to sub-recipients (contractors, consultants, etc.)

For reports prepared on an accrual basis, outlays include:

- the sum of actual cash disbursement for direct charges for goods and services
- the amount of indirect expenses charged
- the value of in-kind contributions applied
- the net increase or decrease in the amounts owed by the recipient for goods and other property received, for services performed by employees contractors, subgrantees and other payees, and other amounts becoming owed under programs for which no current services or performances are required, such as annuities, insurance claims and other benefit payments.

- 10b. Recipient's share of grant related outlays (include only outlays that are covered completely by matching share, not expenses that will be paid for or reimbursed through Federal funds).
- 10c. Federal share of outlays are the outlays that are covered by Federal funds. (10a minus 10b).
- 10d. Enter total amount of unliquidated outlays, including unliquidated obligations to subgrantees and contractors.
- Unliquidated obligations on a cash basis are obligations incurred, but not yet paid.
 - Unliquidated obligations on an accrual basis are obligations incurred, but for which an outlay has not yet been recorded.
 - DO NOT INCLUDE any amounts that were included in lines 10a, b, or c.
- 10e. Recipient share of unliquidated funds includes the obligations in line 10d that are being covered by the recipient (matching share), not obligations that will be covered by Federal funds.
- 10f. Federal share of unliquidated funds are obligations that will be covered completely by Federal funds. (Line 10d minus 10e.)
- 10g. Total Federal share expended and/or obligated. (Sum of lines 10c and 10f.)
- 10h. Total Federal funds authorized for this funding period depends on the Federal Grant/Award. For Grants/Awards awarded through the Historic Preservation Fund, this is the total amount of the Federal Grant/Award.
- 10i. Un-obligated balance of Federal funds. (Line 10h minus line 10g.)
- 11a. Indicate whether your organization/s overhead rate is provisional, predetermined, final or fixed. (If not charging indirect expenses to the grant, skip question 11 and move to question 12.)
- 11b. Enter rate in effect during the reporting period.
- 11c. Enter the amount of the base to which the rate was applied.
- 11d. Enter the total amount of indirect costs charged during the report period.
- 11e. Enter the amount of the Federal share charged for indirect costs during the report period.
- If more than one rate was applied during the project period, include a separate schedule showing:
- bases against which the indirect cost rates were applied
 - respective indirect rates
 - month, day and year the indirect rates were in effect
 - amounts of indirect expense charged to the project, and
 - Federal share of indirect expense charged to the project to date
12. Provide remarks as appropriate
13. Provide date, signature, printed name, title and phone number of certifying official.

SMARTLINK Payment System

All National Park Service (NPS) Save America's Treasures grant recipients are required to use the SMARTLINK II payment management system to request payments. The system is administered by the Department of Health and Human Services (HHS).

It can take up to six weeks to process the paperwork and set-up an account once NPS receives the required initial Direct Deposit form and Contact Information Sheet.

*You must go into your account at least one a year to keep your password active. If your password expires, please contact Vivian Hughes (contact information below) for a new password.

All grants reimbursed through the SMARTLINK system are paid only with authorization from NPS. For the fastest service, fax the completed SF-270, *Request for Advance or Reimbursement*, to the Historic Preservation Grants Division, NPS, at 202-371-1794. (Please do not mail a hard copy of the SF-270 if you have faxed a copy to the office.)

If NPS approves your request, your financial contact person will be copied in an email to the SMARTLINK contact stating that the advance or reimbursement drawdown request has been approved. Your financial contact may then drawdown the funds through the SMARTLINK system. NPS will contact your organization directly if the payment is denied.

Advances - if you are authorized for an advance payment, you must expend the advanced funds within 30 days of receipt. A form SF272, *Cash Transaction Form*, must be submitted to NPS at the end of the 30 days to verify the amount of advanced funds that have been expended. Any unexpended advanced funds must be returned to NPS in the form of a check along with the SF272. No additional funds will be released until an acceptable SF272 is received and all funds have been accounted for.

If you experience difficulties accessing your account or drawing down the approved payments, please contact the SMARTLINK representative,

Ms. Vivian Hughes
VHughes@psc.gov
301-443-9181 (Phone)

*The final 20% of the Federal funding will be held until all grant conditions have been met and an acceptable Final Project Report is received by NPS.

Preagreement Costs

In very special circumstances, the National Park Service (NPS) may agree to allow preagreement costs to be counted toward a grantees matching share. Any preagreement costs incurred as part of your grant project must be approved in writing by the National Park Service (NPS) and be authorized to be charged to this grant in accordance with OMB Circular A-122, *Cost Principles for Nonprofit Organizations*.

If NPS agrees to consider the preagreement costs for a Save America's Treasures grant project, the grantee must submit the following materials to NPS for review:

1. A letter requesting approval for preagreement costs including: an outline of the work that was completed prior to the awarding of the grant agreement; an explanation of how the completed work fits into the proposed work being funded under the current grant agreement; and the dates that the preagreement work was completed.
2. Copies of all receipts or invoices for completed work, and their accompanying payment checks documenting that the funds have been expended.
3. Copies of plans and specifications for all construction work completed as part of preagreement costs. Good quality photographs showing detailed images of the completed work must be included with the plans and specification.
4. A letter from your State Historic Preservation Officer stating that they have reviewed the work in compliance with Section 106 of the National Historic Preservation Act, and they the work has had, or will have, no adverse effect on the property. To obtain preagreement cost approval for work under a Save America's Treasure grant, the letter from the SHPO must state that the completed work had "no adverse affect" on the historic property.
5. Documentation that all contractors or consultants paid through Federal or matching grant funds were competitively selected along with a copy of the professional qualifications for the selected contractor(s).

NPS will review the above documentation and make a decision as to whether or not the preagreement costs are allowable. A letter will then be sent to the grantee with the final decision. If approved, documentation of the pre-award costs must be retained by the grantee for review during the grantee's final audit.

MATCHING SHARE REQUIREMENTS

The National Park Service (NPS) administers its Historic Preservation grant programs, including the Save America's Treasures grant program, in keeping with Federal-wide grant-making requirements and with the requirements of the National Historic Preservation Act. These Federal-wide requirements are contained in grants management circulars issued by the Office of Management and Budget (OMB). For grants to State, tribal and local governments, OMB Circular A-102 (codified by the Department of the Interior in 43 CFR 12.64), stipulates matching share requirements, and OMB Circular A-87 delineates allowable costs for Federal grants. For grants to non-profit institutions, OMB Circular A-110 contains matching share requirements (see 43 CFR 12.923) that are quite similar to Circular A-102, and OMB Circular A-122 contains the cost principles for determining allowable costs for grant to non-profits.

The basic rule is that matching share contributions (of cash or of necessary non-cash donations of services, equipment use, or supplies) must be necessary to achieve the objectives of the project, and must share the cost of performing the grant-assisted work. The entire intent of the matching requirement imposed by Section 102(a)(3) of the National Historic Preservation Act, and by the Appropriation Acts, is that the grant recipient bear part of the cost of performing the work to be achieved with the grant award. The Federal grant is meant to stimulate nonfederal donations—not to pay for all the work by itself.

All costs and matching share contributions must normally be incurred during the grant period, unless an exception is approved by the Federal grantor agency to allow what are termed "pre-award costs," or "pre-agreement costs." The OMB Circulars, and the NPS' implementation of these circulars, hinge upon the requirement that matching share must be: 1) directly related, 2) necessary, and 3) reasonable for the proper and efficient accomplishment of project objectives. If the time span between the donation of the proposed matching share and the initiation of the grant-supported work exceeds the standard of reasonableness, then such "pre-award costs" cannot be claimed to be either directly related or necessary to achieve the work that is to be performed prospectively with the grant funds being awarded. NPS customarily allows costs contributed or incurred up to one year preceding the award of the grant as being reasonable and allowable pre-award costs.

Another tenet governing the permissibility of non-federal share contributions is that they must be of such a nature that, if the Federal share had been used to pay for the contributed cost, the grantee would have incurred an allowable cost. Another way of stating this principle is that in-kind contributions are eligible only to the extent that they represent actual necessary costs to which Federal grant funds could be applied. This means, for example, that fundraising costs are listed in the OMB Circulars as an unallowable cost that cannot be charged to the grant—accordingly, fundraising costs are not allowable contributions for meeting the required nonfederal matching share either. A second example would be the costs of acquiring a property could not be claimed as non-federal matching share for a Save America's Treasures grant to repair the roof of that property - given that acquisition is not an eligible activity for Save America's Treasures grant, and given that the acquisition is not a necessary component of the repair work and does not reduce or share in the cost borne by the Federal grant to repair the historic property.

The following requirements for eligible nonfederal matching share contributions are drawn from the OMB Circulars on grants and from Chapter 14 of *The Historic Preservation Fund Grants Manual*:

- A. All contributions, including cash and third party in-kind (non-cash) donations, shall be accepted as part of the recipient's cost sharing or matching when the contributions meet all of the following criteria:

1. Are verifiable from the recipient's records (e.g., timesheets to track how much time an employee spends on the Save America! Treasures grant-assisted project);
 2. Are not included as contributions for any other Federally assisted project or program (i.e., the same item cannot be used to match two different Federally assisted projects or programs);
 3. Are necessary and reasonable for proper and efficient accomplishment of project or program objectives;
 4. Directly benefit and are specifically identifiable to the project receiving Federal assistance from the Save America's Treasures program;
 5. Are not paid by the Federal Government under another award (i.e., Federal funds or Federally supported costs cannot be used as matching share); and
 6. The basis for determining the valuation for donated personal services, materials, equipment, and space must be documented.
- B. Volunteer services furnished by professional and technical personnel, consultants, and other skilled and unskilled labor may be counted as cost sharing or matching if the service is an integral and necessary part of an approved project. Rates for volunteer services shall be consistent with those paid for similar work in the recipient's organization. In those instances in which the required skills are not found in the recipient organization, rates shall be consistent with those paid for similar work in the labor market in which the recipient competes for the type of services involved. In either case, paid fringe benefits that are reasonable, allowable, and allocable may be included in the valuation.
- C. When an employer other than the recipient furnishes the services of an employee, these services shall be valued at the employee's regular rate of pay (plus an amount of fringe benefits that are reasonable, allowable, and allocable but exclusive of overhead costs), provided these services are in the same skill for which the employee is normally paid.
- D. Volunteer services shall be documented and, to the extent feasible, supported by the same methods used by the recipient for its own employees' time and attendance records.
- E. Donated supplies may include such items as office supplies, laboratory supplies, or construction materials such as bricks and lumber, needed to perform the grant-assisted work. Value assessed to donated supplies included in the cost sharing or matching share shall be reasonable and shall not exceed the fair market value of the supplies at the time of the donation.
- F. The value of donated equipment shall not exceed the fair market value of equipment of the same age and condition at the time of donation.
- G. The value of donated space shall not exceed the fair rental value of comparable space as established by an independent appraisal of comparable space and facilities in a privately owned building in the same locality.
- H. The value of loaned equipment shall not exceed its fair rental value.

Procurement Standards

(Procurement Standards taken from Chapter 17, Historic Preservation Fund Grants Manual)

*Documentation of procurements does not have to be submitted to NPS, but must be retained in grantee's files for audit purposes.

A. Applicability.

This Chapter provides standards and guidelines applicable to procurement of supplies, equipment, construction work, and other services supported with HPF grant funds. These standards are designed to ensure that such materials and services are obtained efficiently and economically and in compliance with applicable Federal laws, and OMB Circular A-102, as codified in 43 CFR 12.76 (for States), and OMB Circular A-110, as codified in 43 CFR 12.940-948 (for the National Trust and non-profit institutions).

B. Grantee/Grantor Responsibility.

1. The grantee is responsible for the settlement of all contractual and administrative issues arising out of procurements entered into in support of a grant. These include, but are not limited to: source evaluation, protests, disputes, and claims. NPS will not substitute its judgment for that of the grantee unless the matter is primarily a Federal concern. Violations of law are to be referred to the local, State, or Federal authority having proper jurisdiction.
2. Grantees shall use their own procurement procedures which reflect applicable State and local laws and regulations, provided that procurements for HPF-assisted work conform to the standards set forth in this Chapter and applicable Federal laws. Accordingly, if State or local requirements are more stringent (e.g., State regulations require that all contracts over \$10,000 be bid), the grantee must comply with those more restrictive requirements.
3. Grantees should not execute contracts or sub-grant agreements until the grant agreement against which costs will be charged has been executed by NPS, unless written NPS authorization for such preagreement costs is obtained (see Chapter 13, Item C.8).
4. Grantees shall maintain a contract administration system ensuring that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

C. Code of Conduct. Grantees will maintain a written code or standards of conduct which shall govern the performance of their officers, employees, or agents engaged in the award and administration of contracts supported by HPF funds. No employee, officer, or agent of the grantee shall participate in the selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

Such a conflict would arise when any of the following has a financial or other interest in the firm selected for award: (1) the employee, officer, or agent; (2) any member of his immediate family; (3) his or her partner; or (4) an organization which employs, or is about to employ, any of the above.

The grantee's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-grant agreements. Grantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value.

To the extent permitted by State or local law or regulations, such standards of conduct shall provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's officers, employees, or agents, or by contractors or their agents. Refer to Chapter 3, Section C. for detailed requirements involving conflict of interest.

D. Procurement Procedures.

The grantee shall establish procurement procedures which provide that proposed procurement actions shall be reviewed by grantee officials to avoid the purchase of unnecessary or duplicative items. Consideration should be given to consolidation or breakdown as appropriate, to obtain a more economical purchase. Where appropriate, an analysis shall be made of lease-versus-purchase alternatives and any other appropriate analysis to determine which approach is the most economical. Grantees and subgrantees are encouraged to enter into State and local intergovernmental agreements for procurement or use of common goods and services.

E. Contracting with Minority Business Enterprise and Woman Business Enterprise Firms.

1. It is the Federal Government's policy to award a fair share of contracts to Minority Business Enterprises (MBEs) and Woman Business Enterprises (WBEs). The instructions regarding the reporting of MBEs/WBEs under grants and cooperative agreements awarded by the Department of the Interior (DOI) bureaus and offices are based on Executive Orders 11625, 12138, and 12432. In accordance with 43 CFR 12.76 (or 43 CFR 12.944 for nonprofit organizations), affirmative steps must be taken to assure that MBEs/WBEs are utilized when possible as sources of supplies, equipment, construction, and services. The affirmative steps shall include the following:

- Including qualified MBEs/WBEs on solicitation lists;
- Assuring that MBEs/WBEs are solicited once they are identified;
- When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum MBE/WBE participation;
- Where feasible, establishing delivery schedules which will encourage MBE/WBE participation;
- Encouraging use of the services of the U.S. Department of Commerce's Minority Business Development Agency (MBDA) and the U. S. Small Business Administration to identify MBEs/WBEs, as required;
- If any subcontracts are to be let, requiring the prime contractor to take the affirmative steps listed above.

2. Minority Business Enterprise (MBE). An MBE is a business concern that is (1) at least 51 percent owned by one or more minority individuals, or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more of the minority owners. Executive Order 11652 designates the following: (1) Black American (with origins from Africa); (2) Hispanic American (with origins from Puerto Rico, Mexico, Cuba, South or Central America); (3) Native American (American Indian, Eskimo, Aleut, or native Hawaiian); (4) Asian-Pacific American (with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the Republic of Palau, the Republic of the Marshall Islands, and the Federated States of Micronesia, Northern Marianas, Laos, Cambodia, Taiwan or the Indian subcontinent); or (5) Other groups whose members are U. S. citizens and are found to be disadvantaged by the Small Business Administration pursuant to section 8(d) of the Small Business Act as amended (15 U.S.C. 637(d)), or the Secretary of Commerce.

3. Women's Business Enterprise (WBE). A WBE is a business concern that is, (1) at least 51 percent owned by one or more women, or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more women; and, (2) whose daily business operations are managed and directed by one or more of the women owners. Business firms which are 51 percent owned by minorities or women, but are in fact managed and operated by non-minority individuals do not qualify for meeting MBE/WBE procurement goals.

4. Grantees are encouraged to procure goods and services from labor surplus areas.

F. Types of Contracts.

The types of contracts which are allowable when Federal funds are involved include cost reimbursement contracts, firm fixed-price contracts, fixed-price incentive contracts, or cost-plus-a-fixed-fee contracts. Other types of special contracts may be acceptable, depending upon the individual circumstances. However, cost-plus-a-percentage-of-cost and percentage-of-construction-cost contracts may not be used under any circumstances, and costs incurred under these types of contracts are unallowable.

G. Selection Procedures.

1. All procurement transactions, regardless of whether by sealed bids or by negotiation, and without regard to dollar value, shall be conducted in a manner that provides maximum open and free competition consistent with this Chapter. Procurement procedures shall not restrict or eliminate competition. Examples of what is considered to be restrictive of competition include, but are not limited to: (1) placing unreasonable requirements on firms in order for them to qualify to do business, (2) noncompetitive practices between firms, (3) organizational conflicts of interest, and (4) unnecessary experience and bonding requirements.

2. The grantee shall have written selection procedures which stipulate that:

a. Solicitations of offers, whether by competitive sealed bids or competitive negotiation, shall:

1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured but which does not unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured, and, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. (Detailed product specifications should be avoided.) When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equal" description may be used. The specific features of the named brand which must be met by offers shall be clearly stated.

2) Clearly set forth all requirements which offers must fulfill and all other factors to be used in evaluating bids or proposals, such as a deadline for completion of project work.

b. Contract awards shall be made only to responsible contractors that possess the potential ability to perform successfully under the terms and conditions of proposed procurement. Contractor integrity, compliance with public policy, record of past performance, and financial and technical resources should be considered. (Note: evidence of default, adverse record of past performance, or related factors are necessary to demonstrate lack of responsibility.)

- c. Contract awards shall not be made to a former employee, contractor or professional who has developed or has drafted bid specifications, requirements, a statement of work, an invitation for bids, and/or a request for proposals for a particular procurement. Project records must include evidence of an analysis by the SHPO that the solicitation or specifications were nonrestrictive.
3. Consultants. States shall apply State government policies with respect to use and payment of consultant services, shall ensure that those policies apply equally to the use of consultants paid for by HPF grant funds and by other matching funds, and shall ensure that these will include, at a minimum, the standards described below. They do not apply to the use of consultants whose fees are treated as an indirect cost.
 4. Written Agreements. Written agreements between the parties shall be executed which detail the responsibilities, standards, and fees. The grantee shall ensure that the agreement includes the following provisions pertaining to consultant conduct:
 - a. A consultant shall not use his/her position for the actual or apparent purpose of private gain other than payment for services rendered for himself/herself or another person, particularly one with whom he/she has family, business, or financial ties (see Chapter 3, Section C.).
 - b. A consultant shall not convey inside information that has not become part of the body of public information and that would not be available upon request, directly to any person for the purpose of private gain for himself/herself or another person, particularly one with whom he/she has family, business, or financial ties.
 - c. A consultant shall not, either for or without compensation, engage in teaching, lecturing, or writing that is dependent on information obtained as a result of his/her employment with the grantee, except when that information has been made available to the general public or will be made available upon request, or when the SHPO gives written authorization for the use of non-public information on the basis that the use is in the public interest.

H. Methods of Procurement.

Procurement under HPF grants shall be made by one of the following methods: 1) small purchase procedures; 2) competitive sealed bids (formal advertising); 3) competitive negotiation; 4) noncompetitive negotiation. (See Section J, below, concerning required documentation and Chapter 24, for information relating to retention of procurement records.)

1. Small purchase procedures. Small purchase procedures are simple, informal methods (i.e., imprest funds, purchase orders, blanket purchase agreements) used for a procurement of services, supplies or other property, costing in the aggregate not more than \$100,000. Grantees shall comply with State or local small purchase dollar limits if they are lower than the Federal Threshold of \$100,000. If small purchase procedures are used for a procurement under a grant, price or rate quotations shall be obtained from an adequate number of qualified sources to assure competition.
2. Competitive sealed bids. In competitive sealed bids (formal advertising), sealed bids are publicly solicited, and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is lowest in price, and is most advantageous to the grantee, considering price, discounts, transportation costs, taxes, and the contractor's ability to fulfill the contract.

- a. In order for formal advertising to be feasible, the following conditions must be present:
 - 1) A complete, adequate and realistic specification or purchase description is available, which avoids unnecessarily restrictive specifications or requirements which might unduly limit the number of bidders.
 - 2) Two or more responsible suppliers are willing and able to compete effectively for the grantee's business.
 - 3) The procurement lends itself to a firm-fixed-price contract, and selection of the successful bidder can appropriately be made principally on the basis of price.

- b. If formal advertising is used for a grant procurement, the following requirements apply:
 - 1) A sufficient time prior to the date set for opening of bids, bids shall be solicited from an adequate number of known suppliers. (The period allowed for bids to be submitted should generally be at least 20 to 30 calendar days.) In addition, the invitation shall be publicly advertised.
 - 2) The invitation for bids, including specifications and pertinent attachments, shall clearly define the items or services needed in order for the bidders to properly respond to the invitation.
 - 3) All bids shall be opened publicly at the time and place stated in the invitation for bids.
 - 4) A firm-fixed-price contract award shall be made by written notice to that responsible bidder whose bid, conforming to the invitation for bids, is lowest. Where specified in the bidding documents, factors such as discounts, transportation costs, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts may only be used to determine low bid when prior experience of the grantee indicates that such discounts are generally taken.
 - 5) Any or all bids may be rejected when there are sound documented business reasons in the best interest of the program. If all bids are rejected as too costly, and the scope of work is then substantially altered, the work must be re-advertised.

- c. Guide to Formal Advertising. Formal advertising, with adequate purchase descriptions, sealed bids, and public openings will be the required method of procurement unless negotiation is necessary to accomplish sound procurement. Procurements of \$100,000 or less need not be formally advertised unless otherwise required by State or local law or regulation.

Formal advertising includes placing the "Invitation to Bid" in a major newspaper that covers the area affected by the project. Notices should be published at least three times (which can be either three successive times in one publication, or published one time simultaneously in three different publications). Use of pre-selected bid lists, posting in public places, and publication in trade journals and magazines are legitimate steps to ensure free and open competition and reflect prudent administration of Federal funds if used in conjunction with newspaper and other mass media announcements. Minimum documentation of formal advertising for

audit purposes consists of a copy of the actual advertisement run in appropriate newspapers with an invoice showing the dates published.

The formal advertisement must state that Federal funds are involved and that compliance with all applicable Federal, State, and local laws, rules, and regulations is required. After all bids are received, they should be tabulated and summarized in a manner that will facilitate comparison of the relative advantages and disadvantages of each bid. In awarding contracts which include additive and deductive bid items, the award procedures should include a disclosure of the selection priority for these items. This tabulation and/or summary should be signed and dated to provide documentation as to the basis for awarding the bid.

It is not always necessary to award the contract to the lowest bidder simply because it is the lowest. There may be important considerations that obviate such action, such as State or local laws and regulations which make provisions for implementation of socioeconomic programs giving priority to the disabled, small business, or minority-owned contractors. However, the justification for doing so should be documented in writing. NPS should be consulted when there is: (1) failure to receive a sufficient number of bids; (2) great disparity in bid quotations; or (3) intent to award a contract to other than the low bidder.

If no bid or no acceptable bids are received, a contract can be negotiated for the same scope of work if each bidder is given notice of this intent and a reasonable opportunity to negotiate. In such circumstances, notices concerning negotiations should be sent to all bidders, if any, by certified mail with "signed receipt requested" to provide documentation of compliance. Any material change in the invitation to bid, including changes in specifications, would necessitate re-advertising.

In accordance with OMB Circular A-110, nonprofit grantees may select the most appropriate procurement procedure without prior concurrence by NPS, unless a sole source procurement in excess of \$100,000 is involved. However, nonprofit grantees must maintain procurement records for all purchases in excess of \$100,000 which shall include the following: (1) basis for contractor selection; (2) justification for lack of competition when competitive bids or offers are not obtained; and (3) basis for award cost or price.

3. Competitive negotiation. In competitive negotiation, proposals are requested from a number of sources and the Request for Proposal is distributed to several prospective bidders, negotiations are normally conducted with more than one of the sources submitting offers, and either a fixed-price or cost-reimbursable type contract is awarded, as appropriate. Competitive negotiation may only be used if conditions are not appropriate for the use of formal advertising. If competitive negotiation is used for a procurement under a grant, the following requirements shall apply:
 - a. Proposals shall be solicited from an adequate number of qualified sources to permit reasonable competition consistent with the nature and requirements of the procurement. The Request for Proposals shall be publicized (distributed to several prospective bidders; it does not require publication) and reasonable requests by other sources to compete shall be honored to the maximum extent practicable.
 - b. The Request for Proposals shall identify all significant evaluation factors, including price or cost where required and their relative importance.

- c. The grantee shall provide mechanisms for technical evaluation of the proposals received, determinations of responsible offerors for the purpose of written or oral discussions, and selection for contract award.
 - d. Award may be made to the responsible offeror whose proposal will be most advantageous to the procuring party, price and other factors considered. Unsuccessful offerors should be notified promptly.
 - e. Grantees must use competitive negotiation procedures for procurement of architectural/engineering professional services, whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. Resumes, references, and past work experience will be evaluated to assess professional qualifications for procurement of professional services.
4. Noncompetitive negotiation. Noncompetitive negotiation is procurement through solicitation of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate. Noncompetitive negotiation may be used when the award of a contract is infeasible under small purchase, competitive bidding (formal advertising), or competitive negotiation procedures. Circumstances under which a contract may be awarded by noncompetitive negotiation are limited to the following:
- a. The item is available only from a single source (which is often best documented after no responses are received from a preliminary formal advertising);
 - b. Public exigency or emergency when the urgency for the requirement will not permit a delay incident to competitive solicitation;
 - c. NPS authorizes in writing noncompetitive negotiation because of compelling special circumstances; or
 - d. After solicitation of a number of sources, competition is determined inadequate.
- I. Cost or Price Analysis.
Grantees shall perform some form of cost or price analysis in connection with every procurement action, including contract modifications. Costs or prices based on estimated costs for contracts under grants shall be allowed only to the extent that costs incurred or cost estimates included in negotiated prices are consistent with Federal cost principles. In particular, a change order must not be used to increase the cost of a contract which was deliberately underbid to get the award. Change orders to adjust the cost of the contract without an increase in scope may be adjusted for materials and labor costs only. The fixed fee profit amount must remain the same.
- J. Grantee Procurement Records.
Grantees shall maintain records sufficient to detail the history of a procurement. These records shall include, but are not necessarily limited to the following information: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the cost or price.
- K. Contract Provisions.
In addition to provisions defining a sound and complete procurement contract, any recipient of Federal grant funds shall include the following contract provisions or conditions in all grant-related contracts and subcontracts:

1. Contracts other than small purchases shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanction and penalties as may be appropriate.
2. All contracts in excess of \$100,000 shall contain suitable provisions for termination by the grantee, including the manner by which it will be effected and the basis for settlement.
3. All construction contracts in excess of \$100,000 awarded by grantees and their contractors or subgrantees shall contain a provision requiring compliance with Executive Order 11246, entitled " Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60). (See Chapter 18.)
4. All contracts and subgrants for construction or repair shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). This Act provides that each contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The grantee shall report all suspected or reported violations to NPS.
5. The National Historic Preservation Act is silent about and therefore does not require compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7). Therefore State law and administrative procedures govern whether all construction contracts in excess of \$2,000 awarded by grantees and subgrantees shall include a provision for compliance with the Davis-Bacon Act.

However, HPF grantees should be aware that the provisions of the Davis-Bacon Act are applicable when: Community Development Block Grant (CDBG) monies are used as the nonfederal share of an HPF grant; or supplemental funding is provided through a Federal program to which the Davis-Bacon Act applies (see Chapter 14, Section L, Use of Federal Funds).

6. The National Historic Preservation Act is silent about and therefore does not require compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330). Therefore State law and administrative procedures govern whether all contracts awarded by grantees and subgrantees in excess of \$2,000 for construction contracts, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act regarding overtime pay and safe working conditions.
7. The contract shall include notice of NPS requirements and regulations pertaining to reporting and patent rights under any contract involving research, developmental, experimental, or demonstration work with respect to any discovery or invention which arises or is developed in the course of or under such contract, and of NPS requirements and regulations pertaining to copyrights and rights in data (see Chapter 19).
8. All negotiated contracts awarded by grantees (except those awarded by small purchase procedures) shall include a provision to the effect that the grantee, the Department of the Interior, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract, for the purpose of making

audit, examination, excerpts, and transcription. Grantees shall require contractors to maintain all required records for 3 years after grantees make final payments and all other pending matters are closed.

9. Contracts, subcontracts, and subgrants of amounts in excess of \$100,000 shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. The provision shall require reporting of violations to the grantor agency (NPS) and to the EPA Assistant Administrator for Enforcement.
 10. Contracts shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-165). NPS may require changes, remedies, changed conditions, access and record retention, and suspension of work clauses approved by the Office of Federal Procurement Policy.
- L. Bonding and Insurance. Grantees are to follow their own requirements relating to bid guarantees, performance bonds, and payment bonds unless the construction contract or subcontract exceeds \$100,000. For those over \$100,000 NPS may accept the grantee's procedures if NPS determines that the Federal Government's interests are adequately protected (see 43 CFR 12.76 or 43 CFR 12.948(c)).
1. Definitions.
 - a. Bid guarantee. A bid guarantee is a firm commitment, such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
 - b. Performance bond. A performance bond is a bond executed in connection with a contract to secure fulfillment of all the contractor's obligations under the contract.
 - c. Payment bond. A payment bond is executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract.
 2. Contracts for Construction.
 - a. Bids and contracts of \$100,000 or less. Except as otherwise required by law, the grantee shall follow its own regular requirements and practices relating to bid guarantees, performance bonds, and payment bonds.
 - b. Bids and contracts exceeding \$100,000. The recipient may follow its own regular policy and requirements if NPS has determined that the Federal Government's interest will be adequately protected. If this determination has not been made, the minimum requirements shall be as follows:
 - 1) A bid guarantee from each bidder equivalent to 5 percent of the bid price;
 - 2) A performance bond on the part of the contractor for 100 percent of the contract price; and

- 3) A payment bond on the part of the contractor for 100 percent of the contract price.
3. Sources of Bonds. Where bonds are required in the situations described above, the bonds shall be obtained from companies holding certificates of authority as acceptable sureties (31 CFR 223). A list of these companies is published annually by the Department of the Treasury in its Circular 570 (the current list can be accessed at <http://www.fms.treas.gov/c570/c570.html>). The Department of the Treasury Circular 570 may also be obtained from the Government Printing Office, 732 North Capitol St. NW • Washington, DC 20401 (202) 512-1800.

M. Record keeping and Access to Contractor Records.

43 CFR 12.76 and 43 CFR 12.948 both require grantees (and subgrantees) to include in specified kinds of contracts a provision for access to the contractors' records by the grantee and by the Federal Government. The following applies to the provision:

1. The provision must require the contractor to place the same provision in any subcontract which would have to have the provision were it awarded directly to the subgrantee.
2. The provision must require retention of records for 3 years after final payment is made under the contract or subcontract and all pending matters are closed. The provision must also require that, if an audit, litigation, or other action involving the records is started before the end of the 3-year period, the records must be retained until all issues arising out of the action are resolved or until the end of the 3-year period, whichever is later.
3. In contracts and subcontracts under a subgrant, the provision must require that access to the records be provided to the grantee as well as the subgrantee and the Federal Government.

**VALUE OF DONATED LABOR
TIME SHEET
HISTORIC PRESERVATION FUND
RETAIN FOR AUDIT**

PROJECT NAME AND NUMBER

NAME OF PERSON CONTRIBUTING DONATED TIME
(LABORER, PLUMBER, MASON, ETC.)

KIND OF WORK PERFORMED

Hourly Rate -- Based On:

A person donating time to a project will be paid at the Federal minimum wage unless he/she is professionally skilled in the work they are performing on the project (i.e., plumber doing work on pipes, mason doing work on a brick building). When this is the case, the wage rate this individual is normally paid for performing this service may be charged to the project.

DATE	TIME OF WORK				TOTAL WORK HOURS	HOURLY RATE	VALUE (DONATED HOURS X RATE)
	START	END	START	END			
TOTAL VALUE OF DONATION							

SIGNATURE REQUIRED VERIFYING RECORD:

SIGNATURE OF PERSON DONATING TIME DATE

SUPERVISOR VERIFYING ACCURACY DATE

**VALUE OF DONATED EQUIPMENT USE
HISTORIC PRESERVATION FUND
RETAIN FOR AUDIT**

PROJECT NAME AND NUMBER

DONOR

Value of Donated Equipment Use					
DATE	TYPE & SIZE OF EQUIPMENT	TOTAL HOURS OF USE	HOURLY RATE	VALUE OF DONATION (HOURS OF USE X HOURLY RATE)	EQUIPMENT OPERATOR'S SIGNATURE
TOTAL VALUE OF DONATION					

VERIFYING OFFICIAL'S SIGNATURE

DATE

**VALUE OF DONATED MATERIAL
HISTORIC PRESERVATION FUND
RETAIN FOR AUDIT**

PROJECT NAME AND NUMBER

DONOR

Value of Donated Material			
DESCRIPTION OF MATERIAL DONATED	DATE OF DONATION	CURRENT FAIR MARKET VALUE	BASIS OF VALUE
TOTAL VALUE OF DONATION			

VERIFYING OFFICIAL'S SIGNATURE

DATE

Competitive Negotiation and Small Purchases Contracting Documentation

This format should be used for contracts for professional services and other procurement to document compliance with Federal procurement standards.

1) Grant Number: _____

- 2) Contract Type: Professional Services
 Printing
 Equipment/Supplies
 Other

3) Addresses of Contractors Contacted

	Name of Firm: _____	Contact Name: _____
	Street Address: _____	
	City: _____	State: _____ Zip Code _____
	Work Telephone: _____	Work E-mail: _____
B	Name of Firm: _____	Contact Name: _____
	Street Address: _____	
	City: _____	State: _____ Zip Code _____
	Work Telephone: _____	Work E-mail: _____
C	Name of Firm: _____	Contact Name: _____
	Street Address: _____	
	City: _____	State: _____ Zip Code _____
	Work Telephone: _____	Work E-mail: _____
D	Name of Firm: _____	Contact Name: _____
	Street Address: _____	
	City: _____	State: _____ Zip Code _____
	Work Telephone: _____	Work E-mail: _____
E	Name of Firm: _____	Contact Name: _____
	Street Address: _____	
	City: _____	State: _____ Zip Code _____
	Work Telephone: _____	Work E-mail: _____
F	Name of Firm: _____	Contact Name: _____
	Street Address: _____	
	City: _____	State: _____ Zip Code _____
	Work Telephone: _____	Work E-mail: _____
G	Name of Firm: _____	Contact Name: _____
	Street Address: _____	
	City: _____	State: _____ Zip Code _____
	Work Telephone: _____	Work E-mail: _____

4) Comparative Summary of Responses Received (must be AT LEAST 3 firms)

Use letter identifier from previous page.

Letter ID or Firm Name	Date quote obtained	Price Quote	Obtained how?
A.			
B.			
C.			
D.			
E.			
F.			
G.			

5) Basis for Selection: Lowest Price Other

For the purposes of an SAT Grant, Selection criteria DOES NOT have to be lowest price, however, the explanation for the basis used must be described:

Signature of Grantee Official

Title

Date

Subgrant/Contract Payment Approval Checklist

Grant #: _____

Date received: _____

Date Payment Due: _____

Program Manager: _____

Date Received: _____

Comments: _____

___ Draft/Final product is eligible and complies with the *Secretary of the Interior's Standards*.

___ Products are acceptable and in compliance with the Project Agreement.

___ Costs charged are allowable, necessary and reasonable for the products received.

Grants Manager: _____

Date: _____

Received: _____

Comments: _____

___ Required documentation (invoices, cancelled checks, timesheets) have been received and reviewed.

___ Adding machine total confirms the amount requested (attached).

___ Costs claimed are for work conducted during the subgrant period.

___ Costs claimed are in accordance with the approved subgrant budget.

___ Costs claimed are allowable, necessary and reasonable.

___ Mileage rates/per diem does not exceed allowable rate.

___ Consultant rate claimed does not exceed allowable rate.

___ Professional qualifications for consultant are on file.

___ Procurement documentation is on file.

___ Non-cash matching share contributions are identified and value documented.

General Easement Provisions

SAMPLE CONSERVATION EASEMENT AGREEMENT For a Save America's Treasures Grant

INTRODUCTION. This conservation easement agreement is made the ____ day of _____, 20 __, between Organization, as GRANTOR of a conservation easement (hereafter referred to as the "Grantor"), and the SHPO/Covenant Holder, as GRANTEE of the conservation easement (hereafter referred to as the "Grantee"). This conservation easement agreement is entered under State Law/Regulation for the purpose of preserving the Name of Property, a building that is important culturally, historically, architecturally and archeologically.

1. **The Subject Property.** This agreement creates a conservation easement in real estate legally described as Property Description. The Subject Property is the site of the Name of Property, located at Street Address, City, County, & State (hereafter referred to as the "Property").

2. **Grant of conservation easement.** In consideration of the sum of \$_____ received in grant-in-aid financial assistance from the National Park Service of the United States Department of the Interior, the Grantor hereby grants to the Grantee a conservation easement in the Subject Property for the purpose of assuring preservation of the Property.

3. **Easement required for federal grant.** This conservation easement is granted as a condition of the eligibility of the Grantor for the financial assistance from the National Park Service of the United States Department of the Interior appropriated from the Historic Preservation Fund for the Save America's Treasures Grant Program.

4. **Conditions of easement:**

a. *Duration.* This conservation easement is granted for a period of fifty (50) years commencing on the date when it is filed with the County County Recorder.

b. *Documentation of condition of the Property Name at time of grant of this easement.* In order to make more certain the full extent of Grantor's obligations and the restrictions on the Subject Property, and in order to document the nature and condition of the Property, including significant interior elements in spatial context, a list of character-defining materials, features and spaces, including archeological features (if known) is incorporated as Exhibit "A" at the end of this agreement. The Grantor has provided to the Grantee architectural drawings of the floor plans. To complement Exhibit "A", Grantee personnel have compiled a photographic record, including photographer's affidavit, black and white photographs and negatives, color digital prints, photograph logs, and a keyed location map. The Grantor agrees that the nature and condition of the Property on the date of execution of this easement is accurately documented by the architectural drawings and photographic record, which shall be maintained for the life of this easement in the Grantee's conservation easement file for the Property.

c. *Restrictions on activities that would affect historically significant components of the Property.* The Grantor agrees that no construction, alteration, or remodeling or any other activity shall be undertaken or permitted to be undertaken on the Subject Property which would affect historically significant, interior spaces and features identified in Exhibit "A", exterior construction materials, architectural details, form, fenestration, height of the Property, or adversely affect its structural soundness without prior written permission of the Grantee affirming that such reconstruction, repair, repainting, refinishing, rehabilitation, preservation, or restoration will meet The Secretary of the Interior's *Standards for the Treatment of Historic Properties* (hereinafter referred to as the "Standards")

d. *Duty to maintain the Property.* The Grantor agrees at all times to maintain the Property in a good and sound state of repair and to maintain the subject Property, including the Other structures or features of the site, according to the Standards so as to prevent deterioration and preserve the architectural and

historical integrity of the Property in ways that protect and enhance those qualities that make the Property eligible for listing in the National Register of Historic Places

e. Restrictions on activities that would affect archeological resources. The Grantor agrees that no ground disturbing activity shall be undertaken or permitted to be undertaken on the Subject Property which would affect historically significant archeological resources identified in Exhibit "A" without prior written permission of the Grantee affirming that such work will meet The Secretary of the Interior's "Standards for Archeology and Historic Preservation".

f. Maintenance of recovered materials. The Grantor agrees to ensure that any data and material recovered will be placed in a repository that will care for the data in the manner prescribed in the *Standards for Archeology and Historic Preservation* or will comply with the requirements of the Native American Graves Protection and Repatriation Act, and with 36 CFR 79 and 43 CFR 10.

g. Public access. The Grantor agrees to provide public access to view the grant-assisted work or features no less than 12 days a year on an equitably spaced basis. The dates and times when the property will be open to the public must be annually published and provided to the Grantee. At the option of the Grantor, the relevant portions of the Property may also be open at other times by appointment, in addition to the scheduled 12 days a year. Nothing in this agreement will prohibit a reasonably nondiscriminatory admission fee, comparable to fees charged at similar facilities in the area.

h. Right to inspect. The Grantor agrees that the Grantee, its employees, agents and designees shall have the right to inspect the Property at all reasonable times, with twenty-four hours written notice, in order to ascertain whether the conditions of this easement agreement are being observed.

i. Anti-discrimination. The Grantor agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000 (d)), the Americans with Disabilities Act (42 U.S.C. 12204), and with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794). These laws prohibit discrimination on the basis of race, religion, national origin, or disability. In implementing public access, reasonable accommodation to qualified disabled persons shall be made in consultation with the Grantee (*or State Historic Preservation Office if another organization is holding the easement*).

j. Easement shall run with the land; conditions on conveyance. This conservation easement shall run with the land and be binding on the Grantor, its successors and assigns. The Grantor agrees to insert an appropriate reference to this easement agreement in any deed or other legal instrument by which it divests itself of either the fee simple title or other lesser estate in the Property, the Subject Property, or any part thereof.

k. Casualty Damage or Destruction. In the event that the Property or any part of it shall be damaged or destroyed by fire, flood, windstorm, earth movement, or other casualty, the Grantor shall notify the Grantee in writing within 14 days of the damage or destruction, such notification including what, if any, emergency work has already been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Property and to protect public safety, shall be undertaken by the Grantor without the Grantee's prior written approval indicating that the proposed work will meet the Standards. The Grantee shall give its written approval, if any, of any proposed work within 60 days of receiving the request from the Grantor. If after reviewing the condition of the property, the Grantee determines that the features, materials, appearance, workmanship, and environment which made the property eligible for listing in the National Register of Historic Places has been lost or so damaged that its continued National Register listing is in question, the Grantee will notify the Keeper of the National Register (*or the SHPO if the Grantee is not the State*) in writing of the loss. The Keeper of the National Register will evaluate the findings and notify the Grantee in writing of any decision to remove the property from the National Register. If the property is removed, the Grantee will then notify the Grantor that the agreement is null and void. If the damage or destruction that warrants the properties removal from the National Register is deliberately caused by the gross negligence of the Grantor or future owner, then the Grantee will initiate requisite legal action to recover, at a minimum, the Federal grant funds applied to the property which will then be returned to the U.S. Treasury.

l. Enforcement. The Grantee shall have the right to prevent and correct violations of the terms of this easement. If the Grantee, upon inspection of the property, finds what appears to be a violation, it may exercise its discretion to seek injunctive relief in a court having jurisdiction. Except when an ongoing or imminent violation will irreversibly diminish or impair the cultural, historical and architectural importance of the Property, the Grantee shall give the Grantor written notice of the violation and allow thirty (30) days to correct the violation before taking any formal action, including, but not limited to, legal action. If a court, having jurisdiction, determines that a violation exists or has occurred, the Grantee may obtain an injunction to stop the violation, temporarily or permanently. A court may also issue a mandatory injunction requiring the Grantor to restore the Property to a condition that would be consistent with preservation purposes of the grant from the National Park Service. In any case where a court finds that a violation has occurred, the court may require the Property to reimburse the Grantee and the State Attorney General for all the State's expenses incurred in stopping, preventing and correcting the violation, including but not limited to reasonable attorney's fees. The failure of the Grantee to discover a violation or to take immediate action to correct a violation shall not bar it from doing so at a later time.

m. Amendments. The parties may by mutual written agreement jointly amend this easement, provided the amendment shall be consistent with preservation purpose of this easement and shall not reduce its term of duration. Any such amendment shall not be effective unless it is executed in the same manner as this easement, refers expressly to this easement, and is filed with the County County Recorder.

n. Effective date; severability. This conservation easement shall become effective when the Grantor files it in the Office of the Recorder of County County, State, with a copy of the recorded instrument provided to the Grantee for its conservation easement file. If any part of this conservation easement agreement is held to be illegal by a court, the validity of the remaining parts shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the conservation agreement does not contain the particular part held to be invalid.

GRANTOR: _____

By: _____
Name and Title

STATE OF _____, _____ COUNTY, ss: On this _____ day of _____, 2006, before me the undersigned, a Notary Public for said State, personally appeared **Name of Person**, to me personally known, who stated that he is **Title and Organization**, that no seal has been procured by said corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and that as such officer, he acknowledged that he executed the foregoing instrument as his voluntary act and the voluntary act of the corporation.

NOTARY PUBLIC

GRANTEE: _____

By: _____
Name and Title

STATE OF _____, _____ COUNTY, ss: On the _____ day of _____, 2006, before me, a Notary Public for said State, personally appeared **Name of Person**, who stated that he is the duly appointed and actively serving **Title and Organization**, and that he executed the foregoing conservation easement agreement as his voluntary act and as the voluntary act of the State Department of Cultural Affairs.

NOTARY PUBLIC

EXHIBIT "A" TO CONSERVATION EASEMENT AGREEMENT

Property Name, City, State

To remain eligible for listing on the National Register of Historic Places, a property must be able to convey its significance. The following character-defining features have been identified as those that help convey the significance of the Property Name, photo documentation is attached.

Significant Interior Spaces and Features

Significant Exterior Spaces and Features

Significant Archeological Features

Audit Requirements

The grantee shall obtain an audit of grant expenditure records in accordance with OMB Circular A-133, which requires a Single Agency Audit for any grantee who expends at least \$500,000 of Federal grant funds (from all sources) in a fiscal year. Financial audits that include costs incurred for this grant (including nonfederal matching share) must be transmitted to the Federal Audit Clearinghouse, Data Preparation Division, U.S. Bureau of the Census, 1201 E. 10th Street, Jeffersonville, Indiana 47132. A reasonable proportion of the costs of an acceptable audit performed in accordance with OMB Circular A-133 may be charged to this grant. The Clearinghouse information can be completed on line. The web address for the Federal Audit Clearinghouse is: <http://harvester.census.gov/sac/>.

Simultaneously, the grantee must submit the audit reporting package and a signed copy of the Data Collection Form for Reporting on Audits of States, Local Governments, and Non-Profit Organizations, SF-SAC, to the National Park Service.

*Questions regarding audits should be directed to Tawana Jackson, Historic Preservation Grants Division, National Park Service, at 202-354-2065 or Tawana_Jackson@nps.gov.