

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

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



Program Title:	Japanese American Confinement Sites Grant Program
Notice of Funding Opportunity Number:	P23AS00031
Announcement Type:	Initial
CFDA Number:	15.933

Issue Date:	<u>9/7/2022</u>	
Application Due Date:	<u>11/9/2022</u>	<u>5:00 PM MT</u>

Agency Contact Information		Questions and Requests	
Name	<u>Kara Miyagishima</u>	Name	<u>Todd Wilson</u>
Address	<u>12795 W. Alameda Pkwy Lakewood, CO 80228-2838</u>	Address	<u>12795 W. Alameda Pkwy Lakewood, CO 80228-2838</u>
Phone	<u>303-969-2885</u>	Phone	<u>303-358-8403</u>
Email	<u>kara_miyagishima@nps.gov</u>	Email	<u>nps_jacsgrants@nps.gov</u>

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Section A: Program Description

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

Funding Opportunity Title: Japanese American Confinement Sites Grant Program

Funding Opportunity Number: P23AS00031

Catalog of Federal Domestic Assistance (CFDA) Number: 15.933

Legislative Authority: Preservation of Japanese American Confinement Sites (Public Law 109-441, 120 Stat. 3288): To provide for the preservation and interpretation of historic confinement sites where Japanese Americans were detained during World War II.

Federal Regulations: 2 C.F.R. § 200, 2 C.F.R. § 1402

Program Background Information and Objectives: The Japanese American Confinement Sites Grant Program provides financial assistance to organizations and entities working to preserve historic Japanese American confinement sites and their history, including: private nonprofit organizations; educational institutions; state, local, and tribal governments; and other public entities, for the preservation and interpretation of U.S. confinement sites where Japanese Americans were detained during World War II. The authorizing legislation for the Japanese American Confinement Sites Grant Program identifies up to \$38 million for the entire life of the grant program for projects to identify, research, evaluate, interpret, protect, restore, repair, and acquire historic confinement sites in order that present and future generations may learn and gain inspiration from these sites and that these sites will demonstrate the Nation's commitment to equal justice under the law (Public Law 109-441, 120 Stat. 3288; as amended by Public Law 111-88).

Projects funded through the Japanese American Confinement Sites Grant Program must benefit one or more historic Japanese American confinement sites. The term *historic confinement sites* is defined as the ten War Relocation Authority sites (Gila River, Granada, Heart Mountain, Jerome, Manzanar, Minidoka, Poston, Rohwer, Topaz, and Tule Lake), as well as other historically significant locations, as determined by the Secretary of the Interior, where Japanese Americans were detained during World War II. These sites are specifically identified in *Confinement and Ethnicity: An Overview of World War II Japanese American Relocation Sites*, published by the Department of the Interior, National Park Service, Western Archaeological and Conservation Center, in 1999. This document may be seen at www.nps.gov/history/history/online_books/anthropology74 and at other internet sites.

Section B: Federal Award Information

Anticipated Federal Funding: The amount of funding available per award for this NOFO will be determined once final FY 2023 appropriations have been made. This NOFO will be cancelled if FY 2023 appropriations are insufficient to support new awards.

Recipient Cost Share: Each grant requires a 2:1 Federal to non-Federal match; that is, to receive two dollars of Federal funds at least one dollar non-Federal match is required. Contributions for cost match must be made from non-Federal sources, which may include cash, in-kind contributions or services, materials/supplies/equipment, or *land. The non-Federal match may be raised and spent during the grant period; it does not have to be “in the bank” at the time of the application. (*Note: Land applies only to Jerome, Rohwer, Topaz and Honouliuli per stipulations of Public Laws 109-441 and 111-88).

Estimated Number of Agreements to be Awarded: (Approximately 20 awards)
Each activity or project under the grant agreement will be treated individually, with more detail provided in a scope of work and budget as proposed by the recipient organization and approved by the NPS.

Estimated Amount of Funding Available Per Award: The minimum grant request is \$5,000 Federal share. Over the entire life of the Japanese American Confinement Sites Grant Program, each applicant may receive no more than \$3.8 million total (that is, 10% of the congressionally authorized amount of \$38 million).

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 the annual appropriation.

Anticipated Start Date: The National Park Service anticipates that the grant recipients and projects will be announced in late spring 2023. After an applicant’s proposal is selected for award, the applicant will receive a letter from the Awarding Officer. This letter 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. The period of performance will begin at that time.

Anticipated Term of the Agreement: Projects should be completed within an established grant period, generally within two years of funding. Agreements are not effective until fully executed with signature from the NPS Financial Assistance Awarding Officer (FAAO).

Prior to the expiration of the grant agreement, modifications may be proposed by either party and will become effective upon written approval of both parties.

Type of Agreement: Grant Agreement - 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.

Data Availability:

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

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

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

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

Conflict of Interest:

1) Applicability.

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

2) Requirements.

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

- (b) In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or subrecipient or in development of the requirement leading to the funding announcement.
- (c) No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.

3) Notification.

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

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

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

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

Section C: Eligibility Information

Application Due Date: Applications must be **received** by **Wednesday, November 09, 2022, 5:00 PM, (Mountain Time)**. **Note: this is not a postmark date.**

Applicants are encouraged to submit the application well before the deadline. 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

In accordance with Public Law 109-441 (120 Stat. 3288), organizations and entities working to preserve historic Japanese American confinement sites and their history, including: State and local agencies, public or private nonprofit institutions/organizations, Federally recognized Indian tribal governments, State colleges and universities, public and private colleges and universities are eligible to apply. Non-Federal entities who are partnering with Federal agencies that own eligible historic resources may submit applications regarding the Federal property.

Individuals may not apply.

2. Eligible Sites

Projects funded through the Japanese American Confinement Sites Grant Program must benefit one or more historic Japanese American confinement sites. The term *historic confinement sites* is defined as the ten War Relocation Authority sites (Gila River, Granada, Heart Mountain, Jerome, Manzanar, Minidoka, Poston, Rohwer, Topaz, and Tule Lake), as well as other historically significant locations, as determined by the Secretary of the Interior, where Japanese Americans were detained during World War II. These sites are specifically identified in *Confinement and Ethnicity: An Overview of World War II Japanese American Relocation Sites*, published by the Department of the Interior, National Park Service, Western Archaeological and Conservation Center, in 1999. This document may be seen at www.nps.gov/history/history/online_books/anthropology74 and at other internet sites.

Confinement Sites Eligible for Funding:

War Relocation Authority

Gila River, Arizona
Granada, Colorado
Heart Mountain, Wyoming
Jerome, Arkansas
Manzanar, California
Minidoka, Idaho
Poston, Arizona
Rohwer, Arkansas
Topaz, Utah
Tule Lake, California

Citizen Isolation Centers

Moab, Utah

Leupp, Arizona

Additional War Relocation Authority Facilities

Antelope Springs, Utah
Cow Creek, Death Valley, California
Tulelake, California

Assembly Centers and Sites

Bainbridge Island/Eagledale Ferry Dock, Washington
Fresno, California
Marysville, California
Mayer, Arizona
Merced, California
Pinedale, California
Pomona, California
Portland, Oregon
Puyallup, Washington
Sacramento, California
Salinas, California
Santa Anita, California
Stockton, California
Tanforan, California
Tulare, California
Turlock, California

Department of Justice Facilities

Temporary Detention Stations:

Angel Island, California
Cincinnati, Ohio
East Boston, Massachusetts
Ellis Island, New York
San Pedro, California
Seattle, Washington

Internment Camps:

Crystal City Internment Center, Texas
Kenedy Internment Center, Texas
Kooskia Work Camp, Idaho
Fort Lincoln, North Dakota
Fort Missoula, Montana
Fort Stanton, New Mexico
Santa Fe, New Mexico
Seagoville, Texas
Sharp Park, California
Tuna Canyon, California

U.S. Army Facilities

Camp Florence, Arizona
Camp Forrest, Tennessee
Camp Livingston, Louisiana
Camp Lordsburg, New Mexico
Camp McCoy, Wisconsin
Fort Meade, Maryland
Fort Richardson, Alaska
Fort Sam Houston, Texas
Fort Sill, Oklahoma
Haiku Camp, Maui, Hawaii
Honouliuli, Hawaii
Sand Island, Hawaii
Kalaheo Stockade, Kauai, Hawaii
Stringtown, Oklahoma

Federal Bureau of Prisons

Catalina Federal Honor Camp, Arizona
Leavenworth Federal Penitentiary, Kansas
McNeil Island Federal Penitentiary, Washington

Eligible Projects

The types of projects eligible for funding from the Japanese American Confinement Sites Grant Program include the following categories:

- Capital projects: including construction of new interpretive centers, restrooms and interpretive trails.
- Documentation: including identification, research, and evaluation of historic confinement sites; projects may include archeological surveys, National Register of Historic Places nominations, and National Historic Landmark nominations.
- Oral history interviews: including recording, transcribing, digitally processing and sharing the interviews.
- Interpretation and education related to historic confinement sites: projects may include wayside exhibits, creative arts and educational curricula.
- Preservation of confinement sites and related historic resources: projects may include stabilization, rehabilitation, restoration, acquisition, relocation of historic buildings and structures to their original locations, reconstruction of key structures, and collections conservation.
- Planning projects: such as interpretive plans for new exhibits and programs, land use plans, and resource management plans.
- Non-Federal real property acquisition: allowed only with the owner's written permission at **only** Heart Mountain, Honouliuli, Jerome, Rohwer, and Topaz, per stipulations of Public Laws 109-441 and 111-88.

The Japanese American Confinement Sites Grant Program does **not** provide funding for:

- Projects that have already been completed

- Establishment of Friends groups
- Fundraising or the formulation of fundraising plans
- Lobbying
- Long-term maintenance, operations, or curatorial work beyond the grant period
- Organizational operations/permanent staff positions
- Land acquisition at sites other than: Heart Mountain, Honouliuli, Jerome, Rohwer, and Topaz.

3. Cost Sharing or Matching

In accordance with Public Law 109-441 (120 Stat. 3288), each grant requires a 2:1 Federal to non-Federal match; that is, to receive two dollars of Federal funds at least one dollar non-Federal match is required to be eligible for an award under this Notice of Funding Opportunity. Eligible non-Federal sources of contributions must be in accordance with 2 C.F.R. § 200.306 and may include: cash, in-kind contributions or services, or materials/supplies/equipment, or *land. The non-Federal match may be raised and spent during the grant period; it does not have to be “in the bank” at the time of the application. (*Note: Land applies only to Jerome, Rohwer, Topaz and Honouliuli per stipulations of Public Laws 109-441 and 111-88.)

The non-Federal match must be identified in the required **Application Package** documents (see Section D: Application and Submission Information).

The required non-Federal match will be considered in the evaluation of applications in accordance with Section E. Application Review Information.

4. Other Administrative Requirements

Each applicant may submit up to 3 applications annually (for 3 separate projects), but each applicant can receive only 2 grants per fiscal year grant cycle.

Section D: Application and Submission Information

1. Address to Request Application Package

An Application Package has been included with this Notice of Funding Opportunity for your convenience, found in Appendix B. All application materials are also available on the Japanese American Confinement Sites Grant Program website at:
<https://www.nps.gov/jacs/application.html>.

PLEASE NOTE: APPLICATIONS FOR THIS ANNOUNCEMENT WILL NOT BE SUBMITTED ELECTRONICALLY THROUGH GRANTS.GOV. SUBMISSION INFORMATION IS POSTED IN SECTION 7 (OTHER SUBMISSION REQUIREMENTS), BELOW.

- A complete **Application Package** must include:
 - ✓ Signed SF-424 – Application for Federal Assistance (**required**)

- ✓ Project Narrative (**required**)
- ✓ Completed SF-424A or SF-424C – Budget Information (Non-Construction or Construction Programs) (**required**)
- ✓ Budget Justification to Support the SF-424A or SF-424C (**required**)
- ✓ Signed SF-424B (Non-Construction Programs) or SF-424D (Construction Programs) – Assurances (**required**)
- ✓ Indirect Cost Rate Agreement or Proposal, if applicable
- ✓ Signed SF-LLL, Disclosure of Lobbying Activities, if applicable
- ✓ Proof of applicant’s governmental, nonprofit or institutional status (**required**)
- ✓ Statement of Overlap (**required**)
- ✓ Letter from owner and/or participating organization giving consent, if applicable
- ✓ Letters of Support, if applicable
- ✓ Supplemental Information, if applicable

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 Notice of Funding Opportunity. Do not include any proprietary or personally identifiable information. A complete application must include:

- **(REQUIRED)** Signed Standard Form 424 (SF-424) – Application for Federal Assistance. Complete this form as much as possible with all applicable information. Electronic signature is acceptable.
- **(REQUIRED)** Project Narrative – The proposal is a narrative description that should specifically address each of the review criteria (see Section E: Application Review Information). The Project Narrative may be submitted on the optional “Project Narrative” template in the Application Package in Appendix B (also available on the Japanese American Confinement Sites Grant Program website), or in another format of your choosing, such as a word-processing document. It is highly recommended that applicants use the provided Project Narrative template. However, if using another format, the maximum page length is 9 pages. Project Narratives that are longer than 9 pages will not be reviewed (see additional specifications below). Recommended page lengths for Project Narrative sections are given below.

The Project Narrative must specifically address each of the review criteria listed below (also see Section E. Application Review Information). It is **HIGHLY** recommended that the Project Narrative have sections labeled as follows: Project Information, Project Summary, Project Need, Project Impact, Project Feasibility, Project Sustainability, Project Support, and Sources of the Non-Federal Cost Match.

The Project Narrative must be no longer than 9 pages, use no smaller than font size 11, and have minimum 1/2-inch page margins. The Project Narrative must include the following:

1. Project Information (recommended length: ½ to 1 page)
 - a. Project Name

- b. Project Type (select **only** one: Capital Project, Documentation, Oral History, Preservation, Interpretation & Education, Planning, or Real Property Acquisition). Note that property acquisition is limited to Heart Mountain, Honouliuli, Jerome, Rohwer, and Topaz, as stipulated by Public Laws 109-441 and 111-88.
 - c. Brief Summary of Project (limit to 2 sentences)
 - d. Confinement Site(s) that will benefit from project, and the location of those Confinement Site(s) (include the City, County, State, and Zip Code)
 - e. Contact Information, including name, phone number and email address of the Authorizing Official and Project Director (if different from Authorizing Official).
2. Project Summary (recommended length: 1 page): Briefly summarize the proposed project, listing all key activities and project deliverables to be supported by this grant and the non-Federal match.
 3. Project Need (recommended length: 1 page): Problem Statement and Desired Outcome
 - a. What is the critical problem that needs to be addressed?
 - b. What is the desired outcome of the project, and how will it address the critical problem (identified above) with an appropriate solution? (*For example, explain how the project will preserve a threatened resource or improve the interpretation of the confinement site experience.*)
 4. Project Impact (recommended length: 1 page)
 - a. What impact(s) will the project have on the interpretation and/or preservation of the confinement site experience and what audience(s) will the project reach? How widespread will the impact be and how will the project be publicized and shared with others?
 - b. Public Law 109-441 (120 STAT 3288) - the grant program's authorizing legislation - states that the program was created for the purpose of identifying, researching, evaluating, interpreting, protecting, restoring, repairing, and acquiring historic confinement sites in order that present and future generations may learn and gain inspiration from these sites and that these sites will demonstrate the Nation's commitment to equal justice under the law. How will this project meet that purpose, particularly the sections underlined above? Explain how these messages will be conveyed to and shared with the public.
 5. Project Feasibility (recommended length: 2 pages): Describe the ability to successfully complete the project.
 - a. How is the project budget reasonable? (*Explain how the Federal funds and non-Federal match will be used, and demonstrate how this use of funds is allowable, reasonable, and directly relevant to the project. Explain your plan for providing the non-Federal match*).
 - b. Do the selected personnel have the qualifications and ability to complete the project in a timely and professional manner? (*List key personnel and briefly describe their qualifications. If personnel have not been selected, describe the qualifications you will require. Film projects **must** include a sample of previous work by the filmmaker. This sample must be submitted*

with the application package. If submitting an application by mail, the applicant must provide a playable DVD. If submitting the application by email, the applicant must provide an active, online web link to the sample footage. Sample footage should be no more than 5-10 consecutive minutes in length.)

- c. *How will the project be effectively managed and completed? (For example, explain any pre-project planning or research that has been completed, such as a Historic Structures Report. Describe methodologies, procedures and proposed actions. Provide a timeline for completion, including each major activity and the final deadline date. Projects must be completed within an established grant period, generally within two years of funding.)*
 6. Project Sustainability (recommended length: 1 page): Describe the ability for long-term maintenance, operation, distribution, and/or follow-up of the project.
 - a. *How will the project be sustained over time? (Demonstrate that you have the ability for the long-term maintenance, operation, distribution and/or follow-up of the project. For example, for construction projects, describe the plan for long-term management, maintenance, and operations of the building. For preservation projects, explain how your organization will ensure continued maintenance of the historic property or collection. For non-construction projects, describe how your organization will meet the long-term objectives of the project, disseminate project results and/or follow up on planned subsequent phases of the project.)*
 7. Project Support (recommended length: ½ page)
 - a. *How much support and participation does the project have from former incarcerated, stakeholders, and/or the public? (Letters of support are shared with the Japanese American Confinement Sites Grant Program Review Panel. Letters should demonstrate a strong level of support and/or a commitment of resources to the project, either through cash funding, in-kind support, public participation or continued involvement during and after completion of the project.)*
 8. Sources of Non-Federal Cost Match (recommended length: ½ to 1 page)
 - a. A 2:1 Federal to non-Federal match is required. Please list the **secured** sources and amounts of the required non-Federal cost match, which can be cash, supplies/materials/equipment, *land or in-kind services. Federal funds may not be used for the match. If the match is **not yet secured**, please list the planned sources and amounts. (*Note: Land applies only to Jerome, Rohwer, Topaz and Honouliuli per stipulations of Public Laws 109-441 and 111-88.)
- **(REQUIRED)** Standard Form 424A (SF-424A) – Budget Information, Non-Construction Projects or Standard Form 424C (SF-424C) – Budget Information, Construction Projects
 - **(REQUIRED)** Budget Justification to support the SF-424A or SF-424C
A detailed Budget Justification is required noting all cost categories, cost item descriptions, quantities, costs per unit, and resultant calculations. The Budget

Justification may be submitted on the optional “Budget Justification” template (Excel) in the Application Package in Appendix B, or in another format of your choosing. It is strongly recommended that applicants use the provided “Budget Justification” template.

- **(REQUIRED)** Standard Form 424B (SF-424B) – Assurances, Non-Construction Programs or Standard Form 424D (SF-424D) – Assurances, Construction Programs
The applicable Assurances form must be signed and submitted with your application package.
- **(REQUIRED)** Proof of Applicant’s governmental, non-profit, or institutional status
Examples include: an official document identifying the applicant as a unit of state, tribal, or local government or other tax-exempt multipurpose organization (if prepared specifically for this application, the certification must be on the parent organization letterhead and certified by an official of the parent organization); or a copy of the Federal IRS letter indicating the applicant’s eligibility for nonprofit 501 (c) 3 status under the applicable provisions of the Internal Revenue Code of 1954, as amended.
- **(REQUIRED)** Statement of Overlap
All applicants must provide a statement to identify whether or not any overlap exists between the proposed project and any other active or anticipated projects in terms of activities, costs, or time commitment of key personnel. If any overlap exists, applicants must provide a description of the overlap in their application. Applicants must also state whether the application submitted for consideration under this program is/is not in any way duplicative of any application that was submitted for funding consideration to any other potential funding source (Federal or non-Federal). If such a circumstance exists, applicants must detail when the other duplicative proposal(s) were submitted, to whom (entity name and program), and when funding decisions are expected to be announced. If at any time a proposal is awarded funds that would be duplicative of the funding requested from NPS, the applicant must immediately notify the NPS point of contact.
- **(AS APPLICABLE)** Standard Form LLL Disclosure of Lobbying Activities
In accordance with 43 C.F.R. § 18 and 31 U.S.C. § 1352 this form must be completed and signed if the amount of the Federal award is anticipated to exceed \$100,000.
- **(AS APPLICABLE)** Indirect Costs
If your proposed budget includes indirect costs, 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. A negotiated indirect cost rate agreement must be provided with your proposal. Proposals that fail to document their indirect costs will have those costs disallowed. Entities without a Federally-approved indirect rate agreement may elect to use a rate of 10% of modified total direct costs.
- **(AS APPLICABLE)** Letter from owner and/or participating organization giving consent
If the applicant does not own the historic property (where work will be conducted) or collection, you must attach a letter from the owner giving consent to the applicant to undertake work on the property or collection for this specific project.

If the applicant requires the approval of another participating organization (for example, permission to attend a pilgrimage event or work with artifacts in a collection), please attach a letter of support from that organization giving consent to the applicant for this specific project.

- **(AS APPLICABLE) Supplemental Information**

Supplemental information, such as architectural concepts and exhibit designs, may be submitted, but is not required. If supplemental information is submitted, it **must** be included with the grant application package and will not be considered if sent separately. Any supplemental information submitted in an electronic format **must** be sent as a PDF and must be directly pertinent to the project proposal.

Please note that application materials, including supplemental information, will **not** be returned. All application materials, including photographs, become the property of the National Park Service and may be reproduced by the National Park Service or its partner organizations without permission; appropriate credit will be given for any such use. Applicants should maintain original copies of their application materials for their personal records.

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

- (a) Other budget information
- (b) Financial capability
- (c) Evaluation of risk
- (d) Name and phone number of the Designated Responsible Employee for complying with national policies prohibiting discrimination (See 43 C.F.R. § 17)
- (e) Letter(s) of Consent

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 before submitting its application;
- (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, 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 an applicant until the applicant has complied with all applicable unique entity identifier and SAM requirements. If an applicant has not fully complied with the requirements by the time that an agreement is ready for award, a determination may be made that the applicant is not qualified to receive a Federal award. That determination may be used as a basis for making a Federal award to another applicant.

4. Submission Dates and Times

Applicants are held responsible for their proposals being submitted to the National Park Service.

Applications must be **received** by **Wednesday, November 9, 2022, 5:00 PM, (Mountain Time)**. **Note: this is not a postmark date.**

Applicants are encouraged to submit the application well before the deadline. Application preparation time may take several weeks, so please start the application process as soon as possible. Applications received after the deadline will **not** be reviewed or considered for award. If it is determined that a proposal was not considered due to lateness, the applicant will be notified during the selection process.

5. Intergovernmental Review

This funding opportunity is not subject to Executive Order (EO) 12372 “Intergovernmental Review of Federal Programs.” Applicants subject to EO 12372 must contact their State’s Single Point of Contact (SPOC) to find out about and comply with the State’s process. The names and addresses of the SPOC’s are listed in the OMB’s home page at:
http://www.whitehouse.gov/omb/grants_spoc/

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

Complete applications must be submitted to the National Park Service by the deadline identified in paragraph 4 above, via one of the addresses listed below. Applications submitted by other means or not received by the deadline will not be considered.

Where to Submit:

Complete Application Packages must be submitted to the National Park Service by the deadline via one of the addresses listed below:

Email Submission: nps_jacsgrants@nps.gov

***Please note, if submitting your application through the email submission inbox, full applications must not exceed 25 megabytes of data.**

Postal Service Delivery:

National Park Service
ATTN: Kara Miyagishima
P.O. Box 25287
Denver, CO 80225-0287

Express Delivery:

National Park Service
 ATTN: Kara Miyagishima
 12795 W. Alameda Parkway
 Lakewood, CO 80228-2838

In the event the applicant experiences technical difficulties with submitting their application, please contact Todd Wilson by phone at 303-358-8403 or email at: nps_jacsgrants@nps.gov.

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 (Application and Submission Information) listed above, of the following criteria elements. It is HIGHLY recommended that the project narrative has sections labeled as follows:

Criterion A: PROJECT NEED (Problem Statement and Desired Outcome)	
Ai. A critical problem exists and needs to be addressed. Total Points: 15	
15	The application clearly identifies a critical problem that encompasses major features of a historic resource and/or addresses major gaps in the interpretation of the confinement site experience. Project is urgently needed to address the problem, and delaying it beyond this grant period (1-2 years) will result in the loss of an important opportunity and/or historic resource(s).
7	The problem is critical, but does not involve the most significant resource(s) or the most important interpretive aspects of the confinement site experience. The problem does not need to be addressed within this grant period (1-2 years).
1	Although there is a problem, it is not critical.

Criterion A. PROJECT NEED (Problem Statement and Desired Outcome)	
Aii. The desired outcome is identified and the project addresses the critical problem with an appropriate solution. Total Points: 15	
15	The desired outcome is clearly identified and the project directly addresses the critical problem identified in A-i with an appropriate solution, and: <ul style="list-style-type: none"> a. The project will result in significant improvement and/or the preservation of the site resource(s), and encompasses major features of the resource(s). If the resource has a new use, it is an appropriate and sensitive adaptive reuse in keeping with the property's historic

	<p>character and/or the overall preservation and interpretation of the site resource(s).</p> <p>OR</p> <p>b. The project will significantly improve the interpretation or documentation of the confinement site experience and/or resource(s). The project will result in a major new interpretation of stories connected to the incarceration experience and/or resource(s), or will make previously unavailable or unknown primary source material(s) available to the public, and will deliver an important message that will greatly enhance understanding of the national story of the Japanese American incarceration.</p>
7	<p>The desired outcome is identified and the proposed project adequately addresses the critical problem identified in A-i with an appropriate solution, and:</p> <p>a. The project will improve or preserve the historic resource(s), but not in a major or significant way. While the project is beneficial, it does not address the most significant or major resource problems.</p> <p>OR</p> <p>b. The project will improve the education/interpretation or documentation of the confinement site experience and/or resource(s). While the project is beneficial, it will not result in a major new interpretation of stories connected to the incarceration experience and/or site resource(s), or will not make previously unavailable or unknown primary source material(s) available to the public. However, it will be of benefit to visitors.</p>
1	The proposed project only minimally addresses the critical problem.

Criterion B. PROJECT IMPACT	
Bi. The project will have an impact(s) on the interpretation and/or preservation of the confinement site experience and will reach an audience. The project impact(s) will be widespread and the project will be publicized and shared with others.	
10	The project will be one of the "signature projects" of the Japanese American Confinement Sites Grant Program. The project will have a significant and powerful national impact on the interpretation and/or preservation of the confinement site experience. The project is compelling and will capture the attention of a national audience and the national media. The application clearly states that the project will be publicized nationally and shared with others.

5	The project will have a moderate and/or regional impact on the interpretation and/or preservation of the confinement site experience. The project will primarily capture the attention of groups already knowledgeable about the confinement site experience.
1	The project will have a minimal and/or local impact on the interpretation and/or preservation of the confinement site experience.

Criterion B. PROJECT IMPACT

Bii. Public Law 109-441 (120 STAT 3288) – the grant program’s authorizing legislation – states that the program was created “for the purpose of identifying, researching, evaluating, interpreting, protecting, restoring, repairing, and acquiring historic confinement sites in order that present and future generations may learn and gain inspiration from these sites and that these sites will demonstrate the Nation’s commitment to equal justice under the law.” The project meets the purpose of the grant program’s authorizing legislation, and addresses how these messages will be conveyed and shared with the public. **Total Points: 10**

10	The project will be of great benefit in helping present and future generations learn and gain inspiration from the confinement site experience. The project is a strong demonstration of the nation’s commitment to equal justice under the law. The project clearly outlines how these messages will be conveyed to the public.
5	The project will increase public awareness and understanding of the Japanese American World War II confinement site experience. The project demonstrates the nation’s commitment to equal justice under the law. The project implies how these messages will be conveyed to the public, but does not provide clear statements.
1	The project only minimally increases public awareness and understanding.

Criterion C. PROJECT FEASIBILITY (The applicant has the ability to successfully complete the project)

Ci. The project budget is reasonable **Total Points: 10**

10	The grant application budget is comprehensive and well detailed, clearly documents the Federal and non-Federal match and includes a realistic plan for acquiring non-Federal match. All budget items are allowable, reasonable, and directly relevant to the project. The budget reflects competitive sourcing and reasonable cost comparisons.
5	The grant application budget presents basic information, including documentation of Federal and non-Federal match. Budget items are generally appropriate, although there are some questions and possible

	inadequacies in terms of appropriateness, technical soundness, and applicability.
1	The grant application budget minimally presents basic information, including documentation of Federal and non-Federal match. Some budget items may not be appropriate and there are major questions regarding technical soundness and applicability.

Criterion C. PROJECT FEASIBILITY: The applicant has the ability to successfully complete the project.

Cii. Selected personnel have the qualifications and ability to complete the project in a timely and professional manner. Total Points: 10

10	Key personnel are in place and have clearly demonstrated the ability and qualifications to manage the project and/or undertake the work based on the successful management of projects of similar scope and scale. If all key personnel have not been selected, it is clear that the selected persons (including contractors and consultants) will have all of the qualifications and professional expertise needed to successfully complete the project.
5	Key personnel are in place and have adequately demonstrated the ability and qualifications to manage the project and/or undertake the work. If all key personnel have not been selected, it is clear that the selected persons (including contractors and consultants) will have adequate qualifications and professional expertise to successfully complete the project.
1	Key personnel are selected, and have minimal qualifications to undertake the work. If key personnel are not selected, it is not clear that the selected persons will have the needed qualifications to successfully complete the project.

Criterion C. PROJECT FEASIBILITY: The applicant has the ability to successfully complete the project.

Ciii. The project will be effectively managed and completed. Total Points: 10

10	The applicant has a clear understanding of the project planning and research that is needed to successfully complete the project. Pre-planning and research have been completed, and will provide a solid foundation for the successful completion of the project. Project activities and products are clearly defined, and the methodologies, procedures, and proposed actions are technically sound, and adhere to the highest standards and all applicable laws. The timeline is reasonable, and describes each major activity with a schedule for its completion and its costs. Overall, the applicant demonstrates a very strong ability to accomplish its objectives within the grant period.
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5	While all of the pre-project planning, research and compliance has not been completed, it will be fully and adequately completed prior to project activity, and will provide a solid foundation for the successful completion of the project. The applicant demonstrates an ability to complete the project in a timely and professional manner. Methodologies, procedures, and proposed actions are generally sound, although there may be some inadequacies. The timeline is reasonable.
1	Little or no pre-project planning or research has been completed, and it is not clear that there are plans to complete adequate planning and research. The timeline is not well-described, nor reasonable, and it is unclear that the project will be successfully completed within the grant period.

Criterion D. PROJECT SUSTAINABILITY	
D. The project will be sustained over time. The applicant demonstrates the ability for long term maintenance, operation, distribution, and/or follow-up of the project.	
Total Points: 10	
10	The applicant strongly demonstrates the organizational capacity (staff and resources) and/or financial capability to sustain the project over the long term. Regarding construction and preservation projects, the applicant has a very clear and well-developed plan for the long-term management, maintenance, and operations of the property. For non-construction/non-preservation projects, it is clear that the applicant has a strong ability to meet the long-term objectives of the project, will widely disseminate projects results, and/or will follow up on planned subsequent phases of the project. The applicant has a long track record of sustaining similar projects.
5	Long-term sustainability and/or project follow-up is reasonably ensured. The applicant does not have a long track record regarding similar projects, but appears to have sufficient organizational and financial capacity to sustain the project over the long term.
1	The sustainability of the project is only minimally ensured.

Criterion E. PROJECT SUPPORT	
E. The project has support and participation from former incarcerated, stakeholders, and/or the public.	
Total Points: 10	
10	The project has very strong support from former incarcerated, stakeholders, and the public, and the proposal includes numerous letters of support from key partners and supporters. There will be a very high level of public participation and involvement during and after the project is completed.
5	Letters of support have been submitted, and the proposal demonstrates that there will be public involvement in the project.

1	The project will have little, if any, public support and/or involvement.
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2. Review and Selection Process

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

The Japanese American Confinement Sites Grant Program Review Panel, a panel of Federal agency experts representing applicable preservation, history, education, and conservation disciplines, will review and evaluate all eligible applications based on the criteria listed above.

The Review Panel will score criteria Ai. and A ii. on a 0-15 point scale, and will score criteria B through F on a 0-10 point scale. See above tables for the guidelines the Review Panel will use to assign appropriate scores.

All applications for funding will be considered using the criteria outlined above. In order to comply with the new financial assistance regulations, 2 CFR 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," past performance information will be recognized during the selection process.

A summary of the review panel comments will be provided to the applicant if requested.

c. Selection

The Japanese American Confinement Sites Grant Program Review Panel will consider the merit review, as well as the amount of funds available and the following program policy factors when making recommendations for funding:

1. Geographic distribution
2. Representation of the full spectrum of major elements of the national story of the Japanese American incarceration
3. Equitable funding to a range of small, medium and large projects and/or organizations

The Review Panel will provide recommendations to the Secretary of the Interior for final project selection. The Secretary of the Interior will select the successful proposals.

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 recipient 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 Recipient Risk

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

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. 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 recipient 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.

The recipient shall obtain prior approval for budget and program revisions, including the review and approval of pre-award costs, in accordance with 2 CFR 200.308.

Pre-award costs consist of grant-related costs incurred prior to the start date of the grant agreement. Any pre-award costs must be approved in writing by the National Park Service Awarding Officer and the National Park Service Agreements Technical Representative and authorized to be charged to this grant in accordance with 2 CFR 200.308 and 2 CFR 200.458. Documentation of these pre-award costs must be retained for review by the recipient's financial audit.

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 recipient organization agrees to abide by the applicable Federal regulations in the expenditure of Federal funds and performance under this program: [2 C.F.R. Part 200](#) - Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards.

b. Standard Award Terms and Conditions

This agreement incorporates the Standard Award Terms and Conditions found at the following Department of the Interior website as if they were given here:

http://www.doi.gov/pam/programs/financial_assistance/TermsandConditions.cfm

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 below (Contact the Financial Assistance Awarding Officer with any questions regarding the applicability of the following):

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

c. Special Terms and Conditions

Order of Precedence

Any inconsistency in the agreement shall be resolved by giving precedence in the following order: (a) Any national policy requirements and administrative management standards; (b) 2 C.F.R. Part 200, in its entirety; (c) requirements of the applicable OMB Circulars and Treasury regulations; (d) special terms and conditions; (e) all agreement sections, documents, exhibits, and attachments; (f) and the recipient’s project proposal.

Modifications

The agreement may be modified by written agreement signed by both the recipient’s Authorized Representative and the Financial Assistance Awarding Officer. Administrative changes (i.e. Awarding Officer name change, etc.), which do not change the statement of work, agreement amount, etc., or otherwise affect the recipient 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.

d. 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 recipients 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 recipient 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.

e. 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 Awarding Officer.

(1) 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.

(2) Insured:

The Federal Government shall be named as an additional insured under the recipient's insurance policy.

(3) 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.

- i. 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 any one 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, the Recipient shall provide the NPS with confirmation of such insurance coverage.
- ii. 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.
- iii. To provide workers' compensation protection to the Recipient, its officers, employees, and representatives.
- iv. 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.
- v. 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.

(4) 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, has sufficient resources and/or maintains adequate and appropriate insurance to achieve the purposes of this clause.

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 Recipient, a detailed Statement of Work (SOW) 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 recipient 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.

Cost Principles:

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

Pre-award Costs:

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

The recipient shall obtain prior approval for budget and program revisions, including the review and approval of pre-award costs, in accordance with 2 CFR 200.308.

Pre-award costs consist of grant-related costs incurred prior to the start date of the grant agreement. Any pre-award costs must be approved in writing by the National Park Service Awarding Officer and the National Park Service Agreements Technical Representative and authorized to be charged to this grant in accordance with 2 CFR 200.308 and 2 CFR 200.458. Documentation of these pre-award costs must be retained for review by the recipient's financial audit.

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 recipient's organization. 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:

http://www.whitehouse.gov/omb/grants/standard_forms/ffr.pdf

The NPS Financial Assistance Awarding Officer will review the report for patterns of cash expenditures and assess whether performance or financial management problems exist. Before submitting the FFR to the NPS Financial Assistance Awarding Officer, recipients must ensure that the information submitted is accurate, complete, and consistent with the recipient's accounting system. The recipient 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 C.F.R. 200 § 200.328, the performance reports shall contain brief information on:

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

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

c. Non-Compliance:

Failure to comply with the reporting requirements contained in an agreement may be considered a material non-compliance with the terms and conditions of the award. Non-compliance may result in withholding of future payments, suspension or termination of the agreement, recovery of funds paid under the agreement, and the withholding of future

awards. The specific information regarding type, frequency and means of submission of post-Federal award reporting requirements will be contained in the award document.

Section G: Federal Awarding Agency Contacts

Agency Contact Information:

Name:	<u>Kara Miyagishima</u>
Address:	<u>12795 W. Alameda Pkwy</u> <u>Lakewood, CO 80228-2838</u>
Phone:	<u>303-969-2885</u>
E-mail:	<u>kara_miyagishima@nps.gov</u>
Fax:	<u>303-987-6675</u>

Questions and requests pertaining to this Notice of Funding Opportunity shall be submitted to:

Name:	<u>Todd Wilson</u>
Address:	<u>12795 W. Alameda Pkwy</u> <u>Lakewood, CO 80228-2838</u>
Phone:	<u>303-358-8403</u>
E-mail:	<u>todd_wilson@nps.gov</u>

Section H: Other Information:

1. Program Information

a. Since 2009, the Japanese American Confinement Sites Grant Program has awarded 248 grant awards totaling more than \$32 million to private nonprofit organizations, educational institutions, state, local, and tribal governments, and other public entities. Public Law 109-441 (120 STAT 3288) authorized up to \$38 million for the life of the grant program.

b. For more information on the Japanese American Confinement Sites Grant Program, please visit <https://www.nps.gov/jacs/>.

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 Notice of Funding Opportunity, 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 Notice of Funding Opportunity will be posted on Grants.gov. On Grants.gov, you can register to receive an email when a modification or an announcement message is posted.

b. Government Right to Reject or Negotiate

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

c. Evaluation and Administration by Non-Federal Personnel

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

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

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

Appendix A -
NPS Standard and Special Award Terms and Conditions

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

1. PAYMENT

- A. Projects will be funded, subject to the availability of funds, by issuance of a grant agreement, cooperative agreement, or master cooperative agreement with subsequent task agreements. An agreement issued and signed by the NPS Financial Assistance Awarding Officer obligates NPS funds. Notification of a successful proposal does not constitute authority to incur costs. Once the grant agreement, cooperative agreement, and subsequent task agreements (*if applicable*) for a successful proposal has been signed by the NPS Financial Assistance Awarding Officer, the recipient may incur costs as specified in the approved budget submittal.
- B. **Method of Payment.** Payment will be made by advance and/or reimbursement through the Department of Treasury's Automated Standard Application for Payments (ASAP) system.
1. **Requesting Advances.** Requests for advances must be submitted via the ASAP system. Requests may be submitted as frequently as required to meet the needs of the Financial Assistance (FA) Recipient to disburse funds for the Federal share of project costs. If feasible, each request should be timed so that payment is received on the same day that the funds are dispersed for direct project costs and/or the proportionate share of any allowable indirect costs. If same-day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.
 2. **Requesting Reimbursement.** Requests for reimbursements must be submitted via the ASAP system. Requests for reimbursement should coincide with normal billing patterns. Each request must be limited to the amount of disbursements made for the Federal share of direct project costs and the proportionate share of allowable indirect costs incurred during that billing period.

3. **Adjusting Payment Requests for Available Cash.** Funds that are available from repayments to, and interest earned on, a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds must be disbursed before requesting additional cash payments.
 4. **Bank Accounts.** All payments are made through electronic funds transfer to the bank account identified in the ASAP system by the FA Recipient.
 5. **Supporting Documents and Agency Approval of Payments.** Additional supporting documentation and prior NPS approval of payments may be required when/if a FA Recipient is determined to be “high risk” or has performance issues. If prior Agency payment approval is in effect for an award, the ASAP system will notify the FA Recipient when they submit a request for payment. The Recipient must then notify the NPS Financial Assistance Awarding Officer that a payment request has been submitted. The NPS Financial Assistance Awarding Officer may request additional information from the Recipient to support the payment request prior to approving the release of funds, as deemed necessary. The FA Recipient is required to comply with these requests. Supporting documents may include invoices, copies of contracts, vendor quotes, and other expenditure explanations that justify the reimbursement requests.
- B. In order to receive a financial assistance award and to ensure proper payment, it is required that Recipient maintain their registration with the System for Award Management (SAM), accessed at <http://www.sam.gov>. Failure to maintain registration can impact obligations and payments under this Agreement and/or any other financial assistance or procurements documents the Recipient may have with the Federal government.
- C. Any award beyond the current fiscal year is subject to availability of funds; funds may be provided in subsequent fiscal years if project work is satisfactory and funding is available.
- D. **Allowable and Eligible Costs.** Expenses charged against awards under the Agreement may not be incurred prior to the beginning of the Agreement and may be incurred only as necessary to carry out the approved objectives, scope of work and budget with prior approval from the NPS Financial Assistance Awarding. The Recipient shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the expiration date stipulated in the award.
- E. **Travel Costs.** For travel costs charged against awards under the Agreement, costs incurred must be considered reasonable and otherwise allowable only to the extent such costs do not exceed charges normally allowed by the Recipient in its regular operations as the result of the Recipient’s written travel policy. If the Recipient does not have written travel policies established, the Recipient and its contractors shall follow the travel policies in the Federal Travel Regulation, and may not be reimbursed for travel costs that

exceed the standard rates. All charges for travel must conform to the applicable cost principles.

- F. **Indirect Costs.** Indirect costs will not be allowable charges against the award unless specifically included as a line item in the approved budget incorporated into the award.
- G. **Recipient Cost Share or Match.** Any non-Federal share, whether in cash or in-kind, is expected to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by the Financial Assistance Awarding Officer based on sufficient documentation demonstrating previously determined plans for or later commitment of cash or in-kind contributions. In any case, the Recipient must meet their cost share commitment over the life of the award.

2. PRIOR APPROVAL

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

3. INSURANCE AND LIABILITY

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.fsrc.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/excomp.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 C.F.R. § 541](#),

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

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

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

(b) *Executive Order Minimum Wage rate.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) This clause does not apply to—

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

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

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

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

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

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

(e) *Payroll Records.*

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

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

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

- (iii) The rate or rates of wages paid;
- (iv) The number of daily and weekly hours worked by each worker;
- (v) Any deductions made; and
- (vi) Total wages paid.

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

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

(4) Failure to comply with this paragraph (e) shall be a violation of [29 C.F.R. § 10.26](#) and this agreement. Upon direction of the Administrator or upon the Financial Assistance Awarding Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.

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

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

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

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

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

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

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

(End of clause)