

**SUBJECT:** ACCEPTING AND APPROPRIATING \$150,000 FROM THE UNITED STATES BUREAU OF LAND MANAGEMENT, APPROVING THE SCOPE OF WORK AND BUDGET, AUTHORIZING THE MANAGER TO ENTER INTO THE GRANT AGREEMENT FOR THE 2022 SAW CREW PROJECT.

**AGENDA OF:** May 2, 2023

**ASSEMBLY ACTION:**

*Adopted without objection  
6-6-23*

**AGENDA ACTION REQUESTED:** Introduce and set for public hearing.

Route To Department/Director	Signature	Comments
Originator	<i>x [Signature]</i>	
Department Director	<i>x [Signature]</i>	
Finance Director	<i>x [Signature]</i>	
Borough Attorney	<i>x [Signature]</i>	
Borough Manager	<i>x [Signature]</i>	
Borough Clerk	<i>x [Signature]</i>	

**ATTACHMENT(S):** Fiscal Note: YES X NO \_\_\_\_\_  
 Grant Agreement (36 pp)  
 Ordinance Serial No. 23-039 (2 pp)  
 Resolution Serial No. 23-049 (2 pp)

**SUMMARY STATEMENT:**

On March 15, 2022, the Assembly was provided IM 22-066, informing them of the Manager's signature on a grant application for \$150,000 from the Bureau of Land Management for the Saw Crew Project. On March 14, 2023, the Borough was provided the grant agreement which this legislation will accept and appropriate.

The match funding for this award was placed in the project account from the State Debt Service Reimbursement funding, by ORD 22-101, and the accompanying RES 22-080 and IM 22-080.

The grant funding will be used, in conjunction with the Borough match funding, for the Saw Crew Project. The Saw Crew Project is comprised of a year-round fuel reduction crew, coordinating with borough facility managers to develop and implement facility specific fuel reduction prescriptions. The primary target of the fuel reduction work is beetle-kill spruce and dead and dying trees.

**RECOMMENDATION OF ADMINISTRATION:** Adoption of legislation.

## MATANUSKA-SUSITNA BOROUGH

## FISCAL NOTE

Agenda Date: May 16, 2023

SUBJECT: ACCEPTING AND APPROPRIATING \$150,000 FROM THE UNITED STATES BUREAU OF LAND MANAGEMENT, APPROVING THE SCOPE OF WORK AND BUDGET, AUTHORIZING THE MANAGER TO ENTER INTO THE GRANT AGREEMENT FOR THE 2022 SAW CREW PROJECT.

FISCAL ACTION (TO BE COMPLETED BY FINANCE)	FISCAL IMPACT <u>YES</u> NO
AMOUNT REQUESTED <u>\$300,000</u>	FUNDING SOURCE Grant
FROM ACCOUNT # 480.000.000.4xx.xxx ( <u>\$150,000 match</u> )	PROJECT <u>47109</u>
TO ACCOUNT : 480.000.000.3xx.xxx	PROJECT # 47109
VERIFIED BY: <u>[Signature]</u>	CERTIFIED BY:
DATE: <u>4-19-23</u>	DATE:

## EXPENDITURES/REVENUES:

(Thousands of Dollars)

OPERATING	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028
Personnel Services						
Travel						
Contractual						
Supplies						
Equipment						
Land/Structures						
Grants, Claims						
Miscellaneous						
TOTAL OPERATING						

CAPITAL	<u>150.0</u>					
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REVENUE						
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## FUNDING:

(Thousands of Dollars)

General Fund						
State/Federal Funds	<u>150.0</u>					
Other	<u>150.0</u>					
TOTAL	<u>300.0</u>					

## POSITIONS:

Full-Time						
Part-Time						
Temporary						

ANALYSIS: (Attach a separate page if necessary)

PREPARED BY:

PHONE:

DEPARTMENT:

DATE:

APPROVED BY:

DATE:



# United States Department of the Interior



BUREAU OF LAND MANAGEMENT  
Alaska State Office  
222 West Seventh Avenue, #13  
Anchorage, Alaska 99513-7504  
[www.blm.gov/alaska](http://www.blm.gov/alaska)

In Reply Refer To: 1511  
Subject Code (AK952)

April 14, 2023

Ms. Pam Graham and Mr. Emerson Kreuger  
Matanuska-Susitna Borough  
350 E Dahlia Avenue  
Palmer, AK 99645-6411

Dear Ms. Graham and Mr. Kreuger:

Congratulations! Enclosed is a copy of Cooperative Agreement No. L23AC00112: BLM AK GNA BIL Matanuska-Susitna Borough - Fuels Reduction Program 2022 Saw Crew Project awarded in response to your application for Federal Financial Assistance. Acceptance of a financial assistance award from the Bureau of Land Management (BLM) carries with it the responsibility to be aware of and comply with the terms and conditions of award. Acceptance is defined as the start of work, drawing down of funds, or accepting the award via electronic means. Awards are based on the application submitted to, and as approved by the BLM and are subject to the terms and conditions incorporated therein either directly or by reference.

Please carefully read the entire agreement and take special note of the performance goals and measures, the period of performance, the payment process, and the reporting requirements and due dates, and any Special Terms & Conditions. Periodic submission of Financial Reports (SF-425), and Performance Reports are required under the Terms and Conditions of this agreement and are now required to be submitted through the GrantSolutions Reporting Feature. Please contact your BLM Program Officer (PO), Ann Erickson, with any Program questions you may have. Her contact information is included on the award document.

Sincerely,

AMY MARSHALL

Digitally signed by AMY  
MARSHALL  
Date: 2023.04.14 07:25:01 -08'00'

Amy Marshall  
Grants Management Officer

cc: BLM Program Officer (PO)

IM 23-092  
RS 23-049  
OR 23-039



1. DATE ISSUED MM/DD/YYYY 04/13/2023		1a. SUPERSEDES AWARD NOTICE dated except that any additions or restrictions previously imposed remain in effect unless specifically rescinded	
2. CFDA NO. 15.015 - Good Neighbor Authority			
3. ASSISTANCE TYPE Cooperative Agreement			
4. GRANT NO. L23AC00112-00 Originating MCA #		5. TYPE OF AWARD Other	
4a. FAIN L23AC00112		5a. ACTION TYPE New	
6. PROJECT PERIOD From MM/DD/YYYY 04/13/2023		Through MM/DD/YYYY 04/12/2026	
7. BUDGET PERIOD From MM/DD/YYYY 04/13/2023		Through MM/DD/YYYY 04/12/2026	

NOTICE OF AWARD



AUTHORIZATION (Legislation/Regulations)  
Good Neighbor Authority 16 U.S.C 2113a (b) (1) (A)

8. TITLE OF PROJECT (OR PROGRAM) BLM AK GNA BIL Matanuska-Susitna Borough - Fuels Reduction Program 2022 Saw Crew Project	
9a. GRANTEE NAME AND ADDRESS MATANUSKA-SUSITNA BOROUGH 350 E DAHLIA AVE PALMER, AK, 99645-6411	9b. GRANTEE PROJECT DIRECTOR Mr. Emerson Krueger 350 E. Dahlia Avenue Palmer, AK, 99645-0000 Phone: 19078617867
10a. GRANTEE AUTHORIZING OFFICIAL Ms. Pam Graham 350 E DAHLIA AVE PALMER, AK, 99645-6411 Phone: 907-861-8408	10b. FEDERAL PROJECT OFFICER Ann Erickson 1849 C St NW Washington, DC, 20240-0001 Phone: 907-271-1985

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)		12. AWARD COMPUTATION	
I Financial Assistance from the Federal Awarding Agency Only		a. Amount of Federal Financial Assistance (from item 11m) \$ 150,000.00	
II Total project costs including grant funds and all other financial participation		b. Less Unobligated Balance From Prior Budget Periods \$ 0.00	
a. Salaries and Wages .....\$ 83,356.80		c. Less Cumulative Prior Award(s) This Budget Period \$ 0.00	
b. Fringe Benefits .....\$ 56,332.50		d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION \$ 150,000.00	
c. Total Personnel Costs .....\$ 139,689.30		13. Total Federal Funds Awarded to Date for Project Period \$ 150,000.00	
d. Equipment .....\$ 0.00		14. RECOMMENDED FUTURE SUPPORT	
e. Supplies .....\$ 0.00		(Subject to the availability of funds and satisfactory progress of the project):	
f. Travel .....\$ 0.00		YEAR TOTAL DIRECT COSTS YEAR TOTAL DIRECT COSTS	
g. Construction .....\$ 0.00		a. 2 \$ 150,000.00 d. 5 \$	
h. Other .....\$ 10,310.70		b. 3 \$ 150,000.00 e. 6 \$	
i. Contractual .....\$ 0.00		c. 4 \$ f. 7 \$	
j. TOTAL DIRECT COSTS → \$ 150,000.00		15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:	
k. INDIRECT COSTS \$ 0.00		a. DEDUCTION b. ADDITIONAL COSTS c. MATCHING d. OTHER RESEARCH (Add / Deduct Option) e. OTHER (See REMARKS)	
l. TOTAL APPROVED BUDGET \$ 150,000.00		C	
16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING: a. The grant program legislation b. The grant program regulations. c. This award notice including terms and conditions, if any, noted below under REMARKS. d. Federal administrative requirements, cost principles and audit requirements applicable to this grant. In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.			
m. Federal Share \$ 150,000.00			
n. Non-Federal Share \$ 0.00			

REMARKS (Other Terms and Conditions Attached - ☒ Yes ☐ No)  
See next page

GRANTS MANAGEMENT OFFICIAL:

Amy Marshall, Grants Management Officer  
222 WEST 7TH AVENUE  
13  
ANCHORAGE, AK, 99513-7504  
Phone: (907) 271-2816

17. VENDOR CODE 0070215415			18a. UEI QRK7LJ2Y3RJ1		18b. DUNS 081482960	19. CONG. DIST. 00	
LINE#	FINANCIAL ACCT	AMT OF FIN ASST	START DATE	END DATE	TAS ACCT	PO LINE DESCRIPTION	
1	0051027227-00010	\$150,000.00	04/13/2023	04/12/2026	1125	BASE	

IM 23-092  
RS 23-049  
OR 23-039

## NOTICE OF AWARD (Continuation Sheet)

PAGE 2 of 3	DATE ISSUED 04/13/2023
GRANT NO. L23AC00112-00	

### REMARKS:

Purpose: This cooperative agreement is made and entered into by the Department of the Interior, Bureau of Land Management, Alaska State Office (AKSO) Alaska (BLM), and Matanuska-Susitna Borough, the recipient, for the purpose of providing support for Saw Teams in the Matanuska-Susitna Borough to address the ongoing wildfire concerns posed by the dead stand of white spruce near public facilities and high-use parks by transferring something of value to the recipient to carry out a public purpose of support or stimulation authorized by a law of the United States.

Acceptance of a Federal Financial Assistance award from the Department of the Interior (DOI) carries with it the responsibility to be aware of and comply with the terms and conditions of award. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means.

GNA Notice of Intent Number: L-BLM-GNA-22-001

Required Cost Sharing/Matching: There is no statutory requirement, however, the recipient is providing matching funds in the amount of \$150,000.00 to support the tasks delineated in the approved work plan.

Indirect Cost Rate: N/A

Required Periodic Status Reporting

Performance Reports: Annual

SF425 Financial Reports: Annual

Submit Reports Through GrantSolutions Reporting Feature

Refer to Attachment No. 1 for Award Terms and Conditions

The BLM Program Officer for this award is Ann Erickson (aerickson@blm.gov , 907-271-1985) at the Alaska State Office (AKSO) Alaska Bureau of Land Management; the Grants Management Officer for this award is Amy K. Marshall (amarshall@blm.gov , 907-271-2816) at the Alaska State Office.

NOTICE OF AWARD (Continuation Sheet)

PAGE 3 of 3	DATE ISSUED 04/13/2023
GRANT NO. L23AC00112-00	

Federal Financial Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
04/13/2023	09/30/2023	Annual	12/29/2023
10/01/2023	09/30/2024	Annual	12/29/2024
10/01/2024	09/30/2025	Annual	12/29/2025
10/01/2025	04/12/2026	Final	08/10/2026

Performance Progress Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
04/13/2023	09/30/2023	Annual	12/29/2023
10/01/2023	09/30/2024	Annual	12/29/2024
10/01/2024	09/30/2025	Annual	12/29/2025
10/01/2025	04/12/2026	Final	08/10/2026

## AWARD ATTACHMENTS

MATANUSKA-SUSITNA BOROUGH

L23AC00112-00

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1. L23AC00112 Attachment 1

IM 23-092  
RS 23-049  
OR 23-039

## 1. COOPERATIVE AGREEMENT OBJECTIVES:

### A. Objective(s):

A majority of the mature white spruce in the Matanuska-Susitna Borough (Borough) is standing dead. The wildfire and windthrow risk presented by these trees at public facilities and in high-use public parks is at an all-time high. The unprecedented number of spruce killed by bark beetle infestation added to the over-mature condition of much of the forestland in the Borough along with the unparalleled residential growth, year after year, have continued to expand the urban-wildland boundary and increase the wildfire hazard.

The Borough has created a Saw Crew Project, staffed by four people with substantial experience in firefighting, fuel reduction, and chainsaw operation. This Crew will work year-round, coordinating with facility managers to develop and implement facility-specific fuel reduction prescriptions.

### B. Public Benefit(s)

The Borough encompasses roughly 25,000 square miles, consisting of a mix of boreal forest, wet meadows, mountains, and large open glacial planes. Approximately one third of the Borough, where its 100,000+ residents live, is accessible on the road system. A significant portion of this area is comprised of the urban-wildland interface.

A goal of this project is to put Americans to work constructing shaded fuel breaks, performing fuel reductions, and engaging with the public to raise awareness of Firewise Practices.

### C. Federal Award Performance Goals

The Borough Saw Crew Project supports the following BLM Program Strategic Goals:

1. Accomplish fuels management activities on federal and non-federal land.
  - a. The Borough Saw Crew Project is strategically managing fuels at key fire susceptible facilities on Borough-owned land.
2. Develop and implement fire education, training, and/or community action plans/programs.
  - a. The Borough Saw Crew Project is implementing the Borough Community Wildfire Protection Plan. The Project is also resulting in the one-on-one education of private landowners and occasionally classes of students on Firewise Practices and fuel reduction techniques.
3. Expand community capability to enhance local employment opportunities.
  - a. The Project directly supports four new jobs in the Borough. The skills and experience the Saw Crew gain while performing the work enhance their skills, knowledge, and abilities, making them more employable.
4. Develop and implement short and long-term monitoring and maintenance plans for hazardous fuels reduction, community fire education and training, and community action programs.

IM 23-092  
RS 23-049  
OR 23-039



- a. The Borough Saw Crew Project is implementing site maintenance at locations where fuel reductions have already occurred as well as at locations where spruce bark beetle activity has exacerbated fire hazard.

### Timetable for Milestones/Tasks/Activities

Each of the 21 High Priority Facilities comprises a milestone. Some of the facilities require minimal cutting and burning to achieve the site maintenance of the fuel reduction sites while others require substantial work making a timetable for individual milestones challenging. The crew has completed seven facilities, with additional fuels reduction at some of the larger acreage public recreation areas. Approximately two years is the estimated time of completion for all 21 high priority facilities.

Funding has been identified for the first year and a half. The requested BLM grant funding would be applied to the estimated remaining six months required to complete fuel reductions at the high priority facilities. The medium priority facilities are expected to require an additional year to complete, if funding is available.

Milestone/Task/Activity	Estimated Start Date	Estimated Completion Date
Complete shaded Fuel Breaks at 21 first priority schools and parks in the Matanuska-Susitna Borough	March 2023 (Annually)	March 2024 (Annually)

The project supports the following Goals of the FY2022-2026 DOI Strategic Plan:

**Strategic Goal 2:** Conserve, Protect, Manage, and Restore Natural and Cultural Resources in the Face of Climate Change and Other Stressors

**Strategic Objective 2.2:** Species, Habitats, and Ecosystems are Protected, Sustained, and Healthy

**Performance Goal 2.2.4:** DOI-managed lands have a reduced risk from wildfire and fire's negative impacts

**Strategic Goal 4:** Serve and Honor the Public Trust

**Strategic Objective 4.4:** There is Confidence and Satisfaction in the U.S. Department of the Interior

**Performance Goal 4.4.3:** DOI infrastructure investments benefit vulnerable communities, the public, and the environment

## 2. PROPOSED WORK

- A. The Recipient's Project Proposal, dated 8/22/2022 entitled *Matanuska-Susitna Borough - Fuels Reduction Program 2022 Saw Crew Project* is accepted by the BLM and incorporated herein, as part of this agreement in order to serve as the project work plan.

Additional documents incorporated by reference: The following recipient documents submitted through GrantSolutions to NOI L-BLM-GNA-22-001 to include: Standard Form (SF) 424 Application for Federal Assistance, SF424A, Budget Information - Non-

IM 23-092  
RS 23-049  
OR 23-039

Construction Programs, SF424B, Assurances - Non-Construction Programs, Budget Detail, and signed Certification Regarding Lobbying - Certification for Contracts, Grants, Loans and Cooperative Agreements.

B. The BLM will be substantially involved in this project. Substantial involvement will include, but not be limited to:

- Joint collaboration between the BLM and recipient in carrying out management, development, implementation, and evaluation of the proposed project work.
- Training of recipient personnel in implementation of the project work.
- Review and approval of one stage of work prior to the start of the next stage.
- Review and approval of modifications or sub-awards prior to their award.
- Participation in selecting recipient project staff and priorities.
- Directing or redirecting of recipient work because of relationships to other projects.
- Ability to immediately halt work because of failure to meet agreement objectives.
- Close monitoring and/or operational involvement in the proposed work

The BLM will also make site visits as warranted by program needs.

C. In addition, the recipient will also be responsible for significant developments, i.e., events which may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, the recipient must inform the BLM or pass-through entity as soon as the following types of conditions become known:

1. Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
2. Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

### **3. TERM OF AGREEMENT**

A. The term, or period of performance, of this agreement shall become effective as of the date shown on the signed award cover page and may remain in effect for a maximum of three (3) years.

The BLM will consider continued support of the project upon; (a) the recipient showing progress satisfactory to the BLM toward program goals and the determination by the BLM that continuation of the program would be in the best interests of the Government, (b) project is still in line with management's top priorities, and/or (c) the availability of funds.

B. Budget and Program Revisions

IM 23-092  
RS 23-049  
OR 23-039



1. Recipients must submit in writing to the BLM's Program Officer (PO) any request for budget or program revision in accordance with 2 CFR 200.308.

2. All modifications to the agreement shall be in writing and signed by the GMO. No oral statements or any written statements made by any person other than the GMO, shall in any manner modify or otherwise affect the terms of the agreement.

C. Termination. This agreement may be terminated in accordance with the provisions of 2 CFR, Subpart D, §200.340 Termination.

#### **4. FINANCIAL SUPPORT AND PAYMENT METHOD**

A. Funding. The Recipient agrees not to exceed the total amount of available incremental funding. The Government is not obligated to reimburse the Recipient for the Recipient's expenditure of amounts in excess of the total available incremental funding nor is the Recipient obligated to continue performance beyond the incrementally funded amount. The obligation of funds for future incremental payments shall be subject to the availability of funds.

Funds obligated but not expended by the recipient in a FY may be carried forward and expended in subsequent years.

B. Maximum Obligations. The Recipient agrees not to exceed the total amount of available incremental funding. The Government is not obligated to reimburse the Recipient for the Recipient's expenditure of amounts in excess of the total available incremental funding nor is the Recipient obligated to continue performance beyond the incrementally funded amount. The obligation of funds for future incremental payments shall be subject to the availability of funds.

The total obligations, including modifications, represent the amount for which the BLM will be responsible under the terms of this agreement. The BLM shall not be responsible to pay for, nor shall the recipient be responsible to perform, any effort that will require the expenditure of Federal funds above the current obligated amount.

C. Reimbursable Costs and Limitations. The recipient shall not incur costs or obligate funds for any purpose pertaining to operation of the program or activities beyond the expiration date stated in the agreement. The only costs which are authorized for a period of up to 90 days following the award expiration date are those strictly associated with closeout activities for preparation of the final report. The BLM's financial participation is limited. The BLM will only fund up to its share of those amounts requested in the project proposal and as are subsequently approved and funded in the agreement. The recipient shall not be obligated to continue performance under the agreement or to incur costs in excess of the costs set forth in the proposal and subsequent agreement. However, if the Recipient chooses to expend funds in excess of the approved project budget, the Recipient will be responsible to fund the excess without funding participation by the Bureau.

#### **D. Cost Sharing and Matching**

Cost sharing for this agreement shall be in accordance with 2 CFR, Subpart D, Section 200.306, Cost sharing or matching.

IM 23-092  
RS 23-049  
OR 23-039

1. There is no cost share or match legislatively required for this award; however, the Recipient has identified \$150,000.00 in cost share/match to support the tasks delineated in the approved workplan.

#### E. Program Income

Program income generated for this agreement shall be in accordance with **2 CFR, Subpart D, Section 200.307(e)(3) Cost Sharing or Matching** - Program income may be used to meet the cost sharing or matching requirement of the Federal award. The amount of the Federal award remains the same. Program income generated through the performance of this project must be reported on Standard Form (SF) 425, Federal Financial Report (see section 6. **PERFORMANCE, FINANCIAL, AND OTHER REPORTING**).

#### F. Indirect Costs

1. The recipient has not requested reimbursement for indirect costs.

#### G. Payment by Reimbursement

1. Payment will be made by draw-down reimbursement through the Department of the Treasury, Automated Standard Application for Payment (ASAP) System. See following website: <http://www.fms.treas.gov/asap> Treasury Circular 1075 (31 CFR 205) requires that draw-downs to a recipient organization shall be limited to the minimum amounts needed and shall be timed to be in accordance with the actual, immediate cash requirements of the recipient organization in carrying out the purposes of the approved program or project. The timing and amount of cash advances shall be as close as is administratively feasible to the actual disbursements by the recipient organization for direct program or project costs and the proportionate share of any allowable indirect costs

2. 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.

#### H. Payment Review

If a recipient has a history of poor performance, financial instability, uses a management system not meeting standards prescribed by the Uniform Administrative Requirements, has not conformed to the terms and conditions of the award, and/or is not otherwise responsible in safeguarding Federal funds, they may be determined to be "high risk" and be placed on Agency Review. Agency Review limits a recipient's access to funds by requiring that all draw-down requests reviewed and approved prior to their being released. Recipients on agency review must submit a completed Standard Form (SF) 270 Request for Advance Payment or Reimbursement for each payment requested along with a detailed explanation of how the costs correspond to the approved budget categories as listed on their Application for Federal Assistance SF-424A Budget Information and their Detailed Budget Breakdown or Challenge Cost Share Program Commitment Document, whichever is applicable. Being put on Agency Review does not relieve the recipient of required financial or performance reporting requirements.

IM 23-092  
RS 23-049  
OR 23-039



## I. System for Award Management (SAM, [www.SAM.gov](http://www.SAM.gov))

Recipients of Federal financial assistance must maintain current registration with the System for Award Management (SAM, [www.SAM.gov](http://www.SAM.gov)). Failure to maintain registration can impact access to funds and future obligations under this agreement and any other financial assistance or procurement award the recipient may have with the Federal government.

## 5. PERFORMANCE & FINANCIAL MONITORING

A. In accordance with 2 CFR §200.328 Financial Reporting and §200.329 Monitoring and Reporting Program Performance, the recipient is responsible for oversight, monitoring, and reporting of its activities under Federal awards to assure compliance with applicable Federal requirements and that performance expectations are being achieved. The BLM's monitoring of the recipient's activities may include review of the award file including discussions with the recipient regarding reporting, award activities, and project status (desk reviews), analysis of financial and performance reports, and discussions of specific issues related to project implementation, observation of project activity, and review of planned versus actual progress (site visits). The BLM has the right to inspect and evaluate the work performed or being performed under this agreement, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If the BLM performs inspection or evaluation on the premises of the recipient or a sub-recipient, the recipient shall furnish and shall require sub-recipients to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

1. BLM programmatic monitoring addresses the content and substance of the program. It is a qualitative review to determine performance, innovation, and contributions to the field. The BLM may make site visits as warranted by program needs. In addition, the BLM has the right of timely and unrestricted access to any books, documents, papers, or other records of the recipient's that are pertinent to the award, in order to make audits, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to recipient personnel for the purpose of interviews and discussions related to such documents.
2. BLM financial monitoring ensures compliance with financial guidelines and general accounting practices. On-site or internal financial reviews are conducted to determine if: (1) award recipients are properly accounting for the receipt and expenditures of federal funds; (2) expenditures are in compliance with federal requirements and award special conditions; and (3) proper documentation on financial monitoring activities is prepared, maintained, and distributed as appropriate.

## 6. PERFORMANCE, FINANCIAL, AND OTHER REPORTING

Periodic financial and performance is a condition of this financial assistance award. Submission of reports is required whether or not any work has been attempted and/or any funds have been drawn down or expended. Failure to comply with the reporting requirements included in this 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

IM 23-092  
RS 23-049  
OR 23-039



under the agreement, and withholding of future awards. The periodic status reporting required under this agreement is as follows.

**NOTE: Financial and Performance will be on a yearly reporting cycle for both Financial and Performance Progress Reporting is identified in the Notice of Award.**

**Submit Reports to GrantSolutions.gov.**

#### A. Federal Financial Reports

1. Recipients of Federal financial assistance are required to submit periodic financial reports which document the financial status of their awards. The Federal Financial Report (FFR) or Standard Form (SF) 425 and SF425A. Expenditures and/or income may be reported either on a cash or accrual basis, whichever method is normally used by the recipient. Submitted SF425 reports must be signed by an authorized official of the recipient certifying that the information complete, accurate, consistent with the recipient's accounting system, and that all expenditures and obligations are for the purposes set forth in the agreement. The SF425 represents a claim to the Federal government, filing a false claim may result in civil or criminal penalties. Blank SF425 forms with instructions are available on the Grants.gov web site, URL: <http://www.grants.gov/web/grants/forms.html>.

#### B. Performance Reports

1. Recipients of Federal financial assistance are required to submit periodic performance reports prepared in accordance with 2 CFR, Subpart D, Section 200.329 Monitoring and Reporting Program Performance. There is no standard form, however performance reports should always relate to the performance goals and objectives identified in Section 1. of this agreement. Performance reports must be submitted in a narrative summary to include, but not limited to, the following:
  - Completed established goals, work in progress, future work, the percentage of work completed (based on Section 1 of this document).
  - The reasons why established goals and objectives were not met or problems which may impact the ability to complete work on time with recommendations on their resolution, if appropriate.
  - Prediction of future activities and how they will be accomplished.
  - 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 BLM program the Federal awarding agency should include this as a performance reporting requirement.
  - Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

IM 23-092  
RS 23-049  
OR 23-039

### C. Property Reporting

1. SF-428 Tangible Personal Property Report is also required under the terms and conditions of this cooperative agreement. Tangible personal property means property of any kind, except real property, that has physical existence. It includes equipment and supplies. It does not include copyrights, patents or securities. Property may be provided by the awarding agency or acquired by the recipient with award funds. Federally-owned property consists of items that were furnished by the Federal government. If Federally Owned Property, report required annually. Any property acquired under this agreement, report required every two years thereafter for the life of the agreement. Email any required SF-428 Reports directly to the Signatory Grants Management Officer on your Notice of Award Document.

Reporting Period Dates

Submit Reports By

Award Start Date *through* September 30, 2023 .....December 31, 2023\*

\*If Federally Owned Property, report required annually. Any property acquired under this agreement; report required every two years thereafter for the life of the agreement.

## 7. LIABILITY, INSURANCE, AND INDEMNIFICATION

A. Liability. The BLM assumes no liability for any actions or activities conducted under this agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act, 28 USC 2671.

B. Indemnification. The Recipient hereby agrees:

1. This agreement will be construed under the laws of the United States and the State of Alaska.

2. To provide workers' compensation protection to the recipient's officers, employees, and representatives

3. To accept responsibility for any property damage, injury, or death caused by the acts or omissions of their employees or representatives, acting within the scope of their employment arising under this Agreement, to the fullest extent permitted by law.

4. To cooperate with the BLM in the investigation and defense of any claims that may be filed with the BLM arising out of the activities of the Recipient, its agents, and employees.

5. 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 the BLM to replace or repair the buildings or facilities. If the BLM 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, the BLM shall assume sole control over such buildings or portions thereof. If the buildings or facilities

IM 23-092  
RS 23-049  
OR 23-029



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 the BLM.

C. Flow-down. For the purposes of this clause, "recipient" includes such subrecipients, 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.

D. Identified Activities. All activities carried out in connection with this financial assistance agreement.

## 8. BLM PROPERTY STANDARDS

- A. Government-furnished property (GFP), such as tools and equipment, furnished by the BLM to the recipient shall be used for official purposes only and shall be subject to the terms of the agreement. Tools and equipment shall be returned in the same condition received except for normal wear and tear in project use. Any BLM property used, or other property acquired under this agreement, including intangible property such as copyrights and patents, shall be governed by the property management provisions of 2 CFR, Subpart D, §200.311 to §200.316, Property Standards.
- B. Insurance Coverage: The non-Federal entity must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity. Refer to 2 CFR, Subpart D §200.310.
- C. Intangible Property.
1. Title to intangible property (see 2 CFR §200.315 Intangible Property) acquired under a Federal award vests upon acquisition in the non-Federal entity. The non-Federal entity must use that property for the originally authorized purpose and must not encumber the property without approval of the Federal awarding agency. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in § 200.313 Equipment paragraph (e).
  2. The non-Federal entity may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The Federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.
  3. The non-Federal entity is subject to applicable regulations governing patents and inventions, including Governmentwide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements."

IM 23-092  
RS 23-049  
OR 23-039

4. The Federal government has the right to: (a) Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and (b) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.
- D. Recipient staff will be required to complete a BLM-approved Defensive Driving Course if driving a Government-owned vehicle (GOV).
- E. Recipient staff will be required to complete a BLM-approved Four-wheel ATV safety and training program if using Government-furnished ATVs.
- F. Recipient staff will be required to complete a BLM-approved safety and training program if using Government-furnished power equipment, such as chainsaws, woodchippers, etc. The recipient will be responsible for meeting all protective equipment requirements if using Government-furnished equipment.

## **9. KEY OFFICIALS**

The key officials on this agreement are listed on the award cover page(s) and are considered to be essential to ensure maximum coordination and communication between the parties and the work being performed. Upon written notice, either party may designate an alternate to act in the place of their designated key official.

## **10. GENERAL TERMS AND CONDITIONS**

The U.S. Department of the Interior agencies, including the Bureau of Land Management implemented the new regulations on December 26, 2014 in the 2 CFR, Part 200—  
UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT  
REQUIREMENTS FOR FEDERAL AWARDS

See the Bureau of Land Management's "[Financial Assistance Award Terms and Conditions](#)" for the administrative and national policy requirements applicable to BLM awards.

### [Appendix XII to Part 200—Award Term and Condition for Recipient Integrity and Performance Matters](#)

#### **A. Administrative and National Policy Requirements**

By accepting Federal funding, your organization agrees to abide by the new Uniform Guidance for Grants in the expenditure of Federal funds and performance under this financial assistance award, which was implemented by Office of Management and Budget (OMB). Final Guidance has been issued and implementation by Office of Management and Budget (OMB) as the final rule for the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards ([2 CFR Part 200](#)) published in the Federal Register on August 13, 2021, which are incorporated by reference only. This amendment sets forth the standards governing the award and management of this cooperative agreement.

2 CFR, Part 200 is available at the following website: [http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)

IM 23-092  
RS 23-049  
OR 23-039



**B. Administrative Requirements**

1. 2 CFR Part 200 Subparts A through E - UNIFORM ADMINISTRATIVE REQUIREMENTS, AND COST PRINCIPLES.
2. 2 CFR, Subpart B, 200.112 - CONFLICT OF INTEREST – *Refer to Section 13, item 1. of this document for full text term and condition.*
3. 2 CFR, Subpart B, 200.317 – 316 - Procurement Standards.
  - a. §200.326 Contract Provisions: The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part, 200 – Contract Provisions for non-Federal Entity Contracts Under Federal Awards. *Refer to Section 13, item 2. of this document for full text term and condition.*
4. 2 CFR, Subpart C, Part 200.412 - 419 – Direct and Indirect (F & A) Cost
  - a. 2 CFR, Appendix III to Part 200 - Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Institutions of Higher Education (IHEs)
  - b. Appendix IV to Part 200 - Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations
  - c. Appendix V to Part 200 - State/Local Government-wide Central Service Cost Allocation Plans
5. 2 CFR Part 200 Subpart F - AUDIT REQUIREMENTS. Non-Federal entities that expend \$750,000.00, or more, in federal awards in a single year 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 revised OMB Circular A-133, available at:  
[http://www.whitehouse.gov/omb/circulars\\_default](http://www.whitehouse.gov/omb/circulars_default).
  - a. This and any other federal financial assistance award should be reported under its appropriate Catalog of Federal Domestic Assistance (CFDA) number, refer to header for appropriate CFDA to report.
6. Appendix XII to Part 200—Award Term and Condition for Recipient Integrity and Performance Matters. (Refer to Section 13. 3. below for full text.)

**C. Program Legislation and/or Regulations:**

1. Scientific integrity is vital to Department of the Interior (DOI) activities under which scientific research, data, summaries, syntheses, interpretations, presentations, and/or publications are developed and used. Failure to uphold the highest degree of scientific integrity will result not only in potentially flawed scientific results, interpretations, and applications but will damage DOI's reputation and ability to uphold the public's trust. All work performed must comply with the DOI Scientific Integrity Policy posted to <http://www.doi.gov>, or its equivalent as provided by their organization or State law. For more information go to URL: <https://www.doi.gov/scientificintegrity>.

**D. Standard Award Terms and Conditions**

1. Code of Federal Regulations/Regulatory Requirements, as applicable:
  - a. 2 CFR Part 25, *Universal Identifier and System of Award Management*

IM 23-092  
RS 23-049  
OR 23-039



- b. [2 CFR Part 170, Appendix A Award Term](#) - *Reporting Subawards and Executive Compensation*
- c. [2 CFR Part 175](#), *Award Term for Trafficking in Persons*
- d. [2 CFR Part 180](#) & [2 CFR Part 1400](#), *Government-wide Debarment and Suspension (Non-procurement)*
- e. [2 CFR Part 182](#) & [2 CFR Part 1401](#), *Requirements for Drug-Free Workplace (Financial Assistance)*
- f. [43 CFR 18](#), *New Restrictions on Lobbying*: Submission of an application also represents the applicant's certification of the statements in [43 CFR Part 18, Appendix A](#), *Certification Regarding Lobbying*.
- g. [41 USC §4712](#), *Enhancement of Recipient and Sub-recipient Employee Whistleblower Protection*.
  - (a) This award and related subawards and contracts over the simplified acquisition threshold and all employees working on this award and related subawards and contracts over the simplified acquisition threshold are 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* (P.L. 112-239).
  - (b) Recipients, and their subrecipients and contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the 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).
- h. [41 USC §6306](#), *Prohibition on Members of Congress Making Contracts with Federal Government*: No member of or delegate to the United States Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public's general benefit.
- i. [Executive Order 13513](#), *Federal Leadership on Reducing Text Messaging while Driving*: Recipients are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in section 3(a) of the order.
- j. [Executive Order 13043](#), *Increase Seat Belt Use in the United States* Recipients of grants/cooperative agreements and/or sub-awards are 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.

IM 23-092  
RS 23-049  
OR 23-039

- k. [Executive Order 13658](#), Minimum Wage for Contractors, seeks to increase the efficiency and cost savings in the work performed by parties who contract with the Federal Government by increasing the hourly minimum wage paid by those contractors and any subcontractors. (see 79 CFR 9851). Refer to Section 13, item 4. of this document for full text term and condition.
- l. Opposition to Any Legislation. In accordance with the Department of the Interior, Environment, and Related Agencies Act, 2006, Title IV, Section 402, no part of any appropriation contained in this Act shall be available for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete other than to communicate to Members of Congress as described in 18 U.S.C. 1913.
- m. Endorsements.
- (1) 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 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.
- (2) All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer:
- 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.*
- (3) 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.
- (4) A recipient further agrees to include this provision in a subaward to and subrecipient, except for a subaward to a State government, a local government, or to a federally recognized Indian tribal government.
- n. 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

IM 23-092  
RS 23-049  
OR 23-039



cooperation but assume full responsibility for any statements on which there is a difference of opinion.

o. Retention and Access Requirements for Records.

(1) 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, Subpart D, Sections 200.333 through 200.337, Record Retention and Access.

(2) Inspector General's (IG's) Office Access to Records - Recipients shall provide additional access for the IG's office to examine recipient's records and to interview officers/employees of recipient.

p. Prohibition on Issuing Financial Assistance Awards to Entities that Require Certain Internal Confidentiality Agreements.

Section 743 of Division E, Title VII of the Consolidated and Further Continuing Resolution Appropriations Act of 2015 (Pub. L. 113-235) prohibits the use of funds appropriated or otherwise made available under that or any other Act for grants or cooperative agreements to an entity that requires employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information.

Recipients must not require their employees or contractors seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information.

Recipients must notify their employees or contractors that existing internal confidentiality agreements covered by this condition are no longer in effect.

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

## 11. SPECIAL TERMS AND CONDITIONS

A. Deposit of Publications. In addition to any requirements listed in the Project Management Plan, two (2) copies of each applicable publication produced under this agreement shall be sent to the Natural Resources Library with a transmittal that identifies the sender and the publication, and states that the publication is intended for deposit in the Natural Resources Library. Publications shall be sent to the following address:

IM 23-092  
RS 23-049  
OR 23-039

U.S. Department of the Interior  
Natural Resources Library  
Interior Service Center  
Gifts and Exchanges Section  
1849 C Street, N.W.  
Washington, D.C. 20240

**B. Recipient/Subrecipient Personnel Security and Suitability Requirements**

1. As implemented by Homeland Security Presidential Directive-12 (HSPD-12), if performance of this agreement requires recipient/subrecipient personnel to have a Federal government-issued Personal Identity Verification (PIV) credential before being allowed unsupervised access to a DOI facility and/or information system, the Program Officer will be the sponsoring official, and will make the arrangements through a DOI Access Card Sponsor for personal identity verification and DOI Access Card issuance.

2. At least two weeks before start of agreement performance, the recipient must identify all recipient and subrecipient personnel who will require physical and/or logical access for performance of work under this agreement. Physical Access means routine, unescorted or unmonitored access to non-public areas of a Federally-controlled facility. Logical Access means routine, unsupervised access to a Federally-controlled information system. The recipient and subrecipient must make their personnel available at the place and time specified by the Program Officer in order to initiate screening and background investigations. The following forms, or their equivalent, may be used to initiate the credentialing process:

- a. OPM Standard Form 85 or 85P
- b. OF 306
- c. National Criminal History Check (NCHC) (local procedures may require the fingerprinting to be done at a police station; in this case, any charges are to be borne by the recipient or subrecipient, as applicable)
- d. Release to Obtain Credit Information
- e. PIV card application (web-based)

3. Before starting work under this agreement, a National Criminal History Check (NCHC) will be initiated to verify the identity of the individual applying for clearance and to determine the individual's suitability for the position. If the NCHC adjudication is favorable, a DOI Access Card will be issued for that individual. If the adjudication is unfavorable, the credentials will not be issued and the recipient or subrecipient must make other arrangements for performance of the work. In the event of a disagreement between the recipient/subrecipient and the Government concerning the suitability of an individual to perform work under this agreement, DOI shall have the right of final determination.

4. Recipient and subrecipient employees must give, and authorize others to give, full, frank, and truthful answers to relevant and material questions needed to reach a suitability determination. Refusal or failure to furnish or authorize provision of information may constitute grounds for denial or revocation of credentials. Government personnel may contact the recipient or subrecipient personnel being screened or investigated in person, by telephone or in writing, and the recipient or subrecipient must ensure they are available for such contact.

5. Alternatively, if an individual has already been credentialed by another agency through the Office of Personnel Management (OPM), and that credential has not yet expired,

IM 23-092  
RS 23-049  
OR 23-039



further clearance may not be necessary. In that case, the recipient/subrecipient must provide the sponsoring office with documentation that supports the individual's credentialed status.

6. Recipient and subrecipient employees who have been successfully adjudicated will be issued DOI Access Cards, which must be activated at a USAccess Credentialing Center. Those Recipient or subrecipient employees not located within a reasonable travel time of a USAccess Credentialing Center will be screened and issued alternate credentials, such as temporary access badges.

7. During performance of this agreement, the recipient must keep the Program Officer apprised of changes in personnel to ensure that performance is not delayed by compliance with credentialing processes. Cards that have been lost, damaged, or stolen must be reported to the Program Officer, Grants Management Officer, and Issuing Office within 24 hours. If reissuance of expired credentials is needed, it will be coordinated through the Program Officer.

8. At the end of this agreement's performance, or when a recipient/subrecipient employee is no longer working under this agreement, the recipient will ensure that all identification cards are returned to the Program Officer.

C. Federal Information Systems Security Awareness Training. Before the recipient, or any of its employees or subrecipients, are granted access to the BLM Federal computer system, they must first successfully complete the U.S. Department of the Interior's (DOI) Federal Information Systems Security Awareness Online Course. This course was designed specifically for users of Federal computer systems. The course is a Web-based training product that explains the importance of Information Systems Security and takes approximately one hour to complete. This course is mandatory for all DOI employees, contractors, recipients, and all other users of DOI computer resources. Topics covered in the course include: threats and vulnerabilities, malicious code, user responsibilities, and new developments affecting Information Systems Security.

D. Conflicts 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.

IM 23-092  
RS 23-049  
OR 23-039



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.

b. 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.

4. 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).

E. Incorporates Prohibition on Providing Funds to the Enemy pursuant to subtitle E. of Title VIII of the National Defense Authorization Act of 2015

**Prohibition on Providing Funds to the Enemy**

(a) The recipient must—

(1) Exercise due diligence to ensure that none of the funds, including supplies and services, received under this grant or cooperative agreement are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through [2 CFR 180.300](#) prior to issuing a subaward or contract and;

(2) Terminate or void in whole or in part any subaward or contract with a person or entity listed in SAM as a prohibited or restricted source pursuant to subtitle E of Title VIII of the NDAA for FY 2015, unless the Federal awarding agency provides written approval to continue the subaward or contract.

(b) The recipient may include the substance of this clause, including paragraph (a) of this clause, in subawards under this grant or cooperative agreement that have an estimated

IM 23-092  
RS 23-049  
OR 23-039

value over \$50,000 and will be performed outside the United States, including its outlying areas

(c) The BLM has the authority to terminate or void this grant or cooperative agreement, in whole or in part, if the BLM becomes aware that the recipient failed to exercise due diligence as required by paragraph (a) of this clause or if the BLM becomes aware that any funds received under this grant or cooperative agreement have been provided directly or indirectly to a person or entity who is actively opposing coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

#### **Additional Access to Recipient Records**

(a) In addition to any other existing examination-of-records authority, the Federal Government is authorized to examine any records of the recipient and its subawards or contracts to the extent necessary to ensure that funds, including supplies and services, available under this grant or cooperative agreement are not provided, directly or indirectly, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, except for awards awarded by the Department of Defense on or before Dec 19, 2017 that will be performed in the United States Central Command (USCENTCOM) theater of operations.

(b) The substance of this clause, including this paragraph (b), is required to be included in subawards or contracts under this grant or cooperative agreement that have an estimated value over \$50,000 and will be performed outside the United States, including its outlying areas.

F. Incorporates the Special Terms and Conditions required by Section 889 of the 2019 National Defense Authorization Act

#### **Prohibition on certain telecommunication and video surveillance services or equipment**

Federal award recipients are prohibited from using government funds to enter contracts (or extend or renew contracts) with entities that use covered telecommunications equipment or services as described in section 889 of the 2019 National Defense Authorization Act. This prohibition applies even if the contract is not intended to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services.

G. Incorporates the Special Terms and Conditions required by Buy America as required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58.

#### **Buy America Domestic Procurement Preference:**

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the

IM 23-092  
RS 23-049  
OR 23-039



funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program.

Recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit [www.doi.gov/grants/BuyAmerica](http://www.doi.gov/grants/BuyAmerica). Additional information can also be found at the White House Made in America Office website: [www.whitehouse.gov/omb/management/made-in-america/](http://www.whitehouse.gov/omb/management/made-in-america/).

### *Waivers*

When necessary, recipients may apply for, and the Department of the Interior (DOI) may grant, a waiver from these requirements, subject to review by the Made in America Office. The DOI may waive the application of the domestic content procurement preference in any case in which it is determined that one of the below circumstances applies:

1. Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;
2. Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent; or

IM 23-092  
RS 23-049  
OR 23-039

3. Public Interest Waiver: applying the domestic content procurement preference would be inconsistent with the public interest.

There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver as described at:

[www.doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers](http://www.doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers). If the specific financial assistance agreement, infrastructure project, or non-domestic materials meets the criteria of an existing general applicability waiver within the limitations defined within the waiver, the recipient is not required to request a separate waiver for non-domestic materials.

If a general applicability waiver does not already apply, and a recipient believes that one of the above circumstances applies to an award, a request to waive the application of the domestic content procurement preference may be submitted to the financial assistance awarding officer in writing. Waiver requests shall include the below information. The waiver shall not include any Privacy Act information, sensitive data, or proprietary information within their waiver request. Waiver requests will be posted to [www.doi.gov/grants/buyamerica](http://www.doi.gov/grants/buyamerica) and are subject to public comment periods of no less than 15 days. Waiver requests will also be reviewed by the Made in America Office.

1. Type of waiver requested (non-availability, unreasonable cost, or public interest).
2. Requesting entity and Unique Entity Identifier (UEI) submitting the request.
3. Department of Interior Bureau or Office who issued the award.
4. Federal financial assistance listing name and number (reference block 2 on DOI Notice of Award)
5. Financial assistance title of project (reference block 8 on DOI Notice of Award).
6. Federal Award Identification Number (FAIN).
7. Federal funding amount (reference block 11.m. on DO Notice of Award).
8. Total cost of Infrastructure expenditures (includes federal and non-federal funds to the extent known).
9. Infrastructure project description(s) and location(s) (to the extent known).
10. List of iron or steel item(s), manufactured goods, and construction material(s) the recipient seeks to waive from Buy America requirements. Include the name, cost, countries of origin (if known), and relevant [PSC](#) or [NAICS](#) code for each.
11. A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.
12. A statement of waiver justification, including a description of efforts made (e.g., market research, industry outreach) by the recipient, in an attempt to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.
13. Anticipated impact if no waiver is issued.

Approved waivers will be posted at [www.doi.gov/grants/BuyAmerica/ApprovedWaivers](http://www.doi.gov/grants/BuyAmerica/ApprovedWaivers); recipients requesting a waiver will be notified of their waiver request determination by an awarding officer.

Questions pertaining to waivers should be directed to the financial assistance awarding officer.

IM 23-092  
RS 23-049  
OR 23-039



*Definitions*

“Construction materials” includes an article, material, or supply that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

“Construction Materials” does **not** include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States.

H. Incorporates the General Terms and Conditions required by **Geospatial Data Act of 2018**, Pub. L. 115-254, Subtitle F – Geospatial Data §§ 751-759C, codified at [43 U.S.C. §§ 2801–2811](#):

Federal recipient collection of geospatial data through the use of the Department of the Interior financial assistance funds requires a due diligence search at the [GeoPlatform.gov](#) list of datasets to discover whether the needed geospatial-related data, products, or services already exist. If the required data set already exists, the recipient must use it. If the required data is not already available, the recipient must produce the proposed geospatial data, products, or services in compliance with applicable proposed guidance and standards established by the Federal Geospatial Data Committee (FGDC) posted at [www.fgdc.gov](#).

Recipients must submit a digital copy of all GIS data produced or collected as part of the award funds to the bureau or office via email or data transfer. All GIS data files shall be in open format. All delineated GIS data (points, lines or polygons) should be established in compliance with the approved open data standards with complete feature level metadata.

Please refer to [2 CFR §1402.315](#) (availability of data) paragraphs (a) and (b) for full text.

IM 23-092  
RS 23-049  
OR 23-039



## 12. DEFINITIONS & ACRONYMS

**Agency Review:** If a recipient has a history of poor performance, financial instability, has a management system not meeting standards prescribed by the Uniform Administrative Requirements, has not conformed to the terms and conditions of the award, and/or is not otherwise responsible in safeguarding federal funds, they may be placed on Agency Review. Agency Review limits a recipient's access to funds by requiring that all payments must be requested, reviewed, and approved prior to their being released.

**Award Recipient:** The Award Recipient is the recipient's individual who is authorized to act for the applicant and to assume the obligations imposed by the Federal laws, regulations, requirements, and conditions that apply to grant applications or grant awards.

**BLM:** Bureau of Land Management may, also be referred to as Bureau.

**CFR:** Code of Federal Regulations.

**DOI:** Department of the Interior.

**FFR:** Federal Financial Report or Standard Form (SF) 425.

**Financial Assistance Agreement:** This grant or cooperative agreement. The term grant is defined as all Federal financial assistance that provides support or stimulation to accomplish a public purpose. Use of the term "grant" includes grants and/or cooperative agreements awarded by the Federal Government to eligible recipients.

**FY:** Federal Fiscal Year which runs from October 1 through September 30 each year.

**GMO:** Grants Management Officer, the only individual in the BLM who is authorized to obligate funds, award, modify, and/or terminate assistance agreements.

**GMS:** Grants Management Specialist, the administrative individual authorized to prepare assistance agreement awards and modifications, but who cannot obligate funds, award, modify, and/or terminate the agreement.

**NTE:** Not-to-exceed amount, the maximum Federal funding amount available for reimbursement to the recipient.

**OMB:** The Office of Management and Budget. OMB leads development of government-wide policy to assure that grants are managed properly and that Federal dollars are spent in accordance with applicable laws and regulations. OMB Circulars that apply to this agreement may be found on the OMB Website, URL:  
[http://www.whitehouse.gov/omb/circulars\\_default/](http://www.whitehouse.gov/omb/circulars_default/).

**PI:** The BLM Project Inspector, the technical advisor assisting the BLM Program Officer in administering and monitoring the technical aspects of the agreement. The Project Inspector is not authorized to modify this agreement or obligate the Government in any way.

**PO:** The BLM Program Officer, appointed for the purposes of monitoring the technical aspects of the agreement. The PO will work closely with the RPM and is authorized to clarify technical requirements, and review and approve work which is clearly within the objectives specified in this agreement. The PO will review financial, performance, and youth employment reports, and review and recommend approval of payments to the

IM 23-092  
RS 23-049  
OR 23-039

GMO if a recipient is on Agency Review. The PO is not authorized to modify this agreement or obligate the Government in any way.

Recipient: The organization and/or individual named in Box 5. of the "Grant and Cooperative Agreement" cover sheet.

RPM: The recipient's Project or Program Manager, designated to direct the project or activity being supported by the agreement. The RPM is responsible and accountable to the recipient and BLM for the proper implementation of the project or activity.

### 13. FULL TEXT TERMS AND CONDITIONS

#### 1. Department of Interior Conflict of Interest Term and Condition:

- a. The Recipient must establish safeguards to prohibit its employees and Subrecipients from using their positions for purposes that constitute or present the appearance of a personal or organizational conflict of interest. The Recipient is responsible for notifying the Grants Officer in writing of any actual or potential conflicts of interest that may arise during the life of this award. Conflicts of interest include any relationship or matter which might place the Recipient or its employees in a position of conflict, real or apparent, between their responsibilities under the agreement and any other outside interests. Conflicts of interest may also include, but are not limited to, direct or indirect financial interests, close personal relationships, positions of trust in outside organizations, consideration of future employment arrangements with a different organization, or decision-making affecting the award that would cause a reasonable person with knowledge of the relevant facts to question the impartiality of the Recipient and/or Recipient's employees and Subrecipients in the matter.
- b. The Grants Officer and the servicing Ethics Counselor will determine if a conflict of interest exists. If a conflict of interest exists, the Grants Officer will determine whether a mitigation plan is feasible. Mitigation plans must be approved by the Grants Officer in writing. Failure to resolve conflicts of interest in a manner that satisfies the government may be cause for termination of the award.
- c. 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).
- d. Definitions:
  - (1) Conflict of Interest is defined as any relationship or matter which might place the Recipient, its employees, and/or its Subrecipients in a position of conflict, real or apparent, between their responsibilities under the agreement and any other outside interests. Conflicts of interest may also include, but are not limited to, direct or indirect financial interests, close personal relationships, positions of trust in outside organizations, consideration of future employment arrangements with a different organization, or decision-making affecting the award that would cause a reasonable person with knowledge of the relevant facts to question the impartiality of the Recipient and/or Recipient's employees and Subrecipients in the matter.
  - (2) Close Personal Relationship means a Federal award program employee's childhood or other friend, sibling, or other family relations that may compromise

IM 23-092  
RS 23-049  
OR 23-039



or impair the fairness and impartiality of the Proposal Evaluator and Advisor and Grants Officer in the review, selection, award, and management of a financial assistance award.

(3) Discretionary Federal Financial Assistance means Federal awards including grants and agreements that are awarded at the discretion of the agency.

(4) Employment means:

- (a) In any capacity, even if otherwise permissible, by any applicant or potential applicant for a Federal financial assistance award;
- (b) Employment within the last 12 months with a different organization applying for some portion of the award's approved project activities and funding to complete them OR expected to apply for and to receive some portion of the award; and/or
- (c) Employment with a different organization of any member of the organization employee's household or a relative with whom the organization's employee has a close personal relationship who is applying for some portion of the award's approved project activities and funding to complete them OR expected to apply for and to receive some portion of the award.
- (d) NonFederal entity means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal award as a Recipient or Subrecipient.
- (e) Recipient means a nonFederal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term Recipient does not include Subrecipients.
- (f) Subrecipient means a nonFederal entity that receives a subaward from a passthrough entity to carry out part of a Federal program, but does not include an individual who is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

## **2. Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

IM 23-092  
RS 23-049  
OR 23-039



- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

IM 23-092  
RS 23-049  
OR 23-039



- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- (G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the Governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- (J) See §200.322 Procurement of recovered materials.

### 3. Appendix XII to Part 200—Award Term and Condition for Recipient Integrity and Performance Matters

#### A. Reporting of Matters Related to Recipient Integrity and Performance

##### 1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made

IM 23-092  
RS 23-049  
UR 23-039



available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

## 2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five year period; and
- c. Is one of the following:
  - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
  - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
  - (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
  - (4) Any other criminal, civil, or administrative proceeding if:
    - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
    - (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
    - (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

## 3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

## 4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new

IM 23-092  
RS 23-049  
OR 23-039

information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

#### 5. Definitions

For purposes of this award term and condition:

- a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—
  - (1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
  - (2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

#### 4. 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, a contract covered by Executive Order 13658, and
  - (i) Whose wages under such contract are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV),
  - (ii) Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 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 contract whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c).

IM 23-092  
RS 23-049  
OR 23-039



- (3) Also includes any person working on, or in connection with, the contract 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 Contractor shall pay to workers, while performing in the United States, and performing on, or in connection with, this contract, a minimum hourly wage rate of \$10.10 per hour beginning January 1, 2015.
- (2) The Contractor shall adjust the minimum wage paid, if necessary, beginning January 1, 2016 and 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](http://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 contract.
- (3) (i) The Contractor 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 subcontract 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) Subcontractors may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Contractors shall consider any subcontractor requests for such price adjustment.
- (iii) The Contracting Officer will not adjust the contract 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 Contractor warrants that the prices in this contract do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.
- (5) A pay period under this clause may not be longer than semi-monthly, but may be shorter to comply with any applicable law or other requirement under this contract establishing a shorter pay period. Workers shall be paid no later than one pay period following the end of the regular pay period in which such wages were earned or accrued.
- (6) The Contractor shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Contractor may make

IM 23-092  
RS 23-049  
OR 23-039

deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 CFR 10.23, Deductions.

- (7) The Contractor 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.
  - (8) Nothing in this clause shall excuse the Contractor 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.
  - (9) The Contractor shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.
  - (10) The Contractor shall follow the policies and procedures in 29 CFR 10.24(b) and 10.28 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than \$30 a month in tips.
- (c) (1) This clause applies to workers as defined in paragraph (a). As provided in that definition—
- (i) Workers are covered regardless of the contractual relationship alleged to exist between the contractor or subcontractor 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 contract, but who are not directly engaged in performing the specific work called for by the contract, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such contracts;
  - (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).

IM 23-092  
RS 23-049  
OR 23-039



- (c) Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. 213(a)(1) and 29 CFR part 541).
- (d) Notice. The Contractor shall notify all workers performing work on, or in connection with, this contract 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 Contractor shall post notice, utilizing the poster provided by the Administrator, which can be obtained at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts), in a prominent and accessible place at the worksite. Contractors 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 contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.
- (e) Payroll Records.
  - (1) The Contractor 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 Contractor shall make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Contractor shall also make such records available upon request of the Contracting Officer.
  - (3) The Contractor shall make a copy of the contract available, as applicable, for inspection or transcription by authorized representatives of the Administrator.
  - (4) Failure to comply with this paragraph (e) shall be a violation of 29 CFR 10.26 and this contract. Upon direction of the Administrator or upon the Contracting 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 Contractor'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.

IM 23-092  
RS 23-049  
OR 23-039

- (f) Access. The Contractor shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.
- (g) Withholding. The Contracting 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 Contractor under this or any other Federal contract with the same Contractor, sufficient to pay workers the full amount of wages required by this clause.
- (h) Disputes. Department of Labor has set forth in 29 CFR 10.51, Disputes concerning contractor compliance, the procedures for resolving disputes concerning a contractor's compliance with Department of Labor regulations at 29 CFR part 10. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. These disputes include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the workers or their representatives.
- (i) Anti-retaliation. The Contractor 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 Contractor is responsible for subcontractor compliance with the requirements of this clause and may be held liable for unpaid wages due subcontractor workers.
- (k) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (k) in all subcontracts, 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 AGREEMENT***

Rev. 06/17/2022

IM 23-092  
RS 23-049  
OR 23-039