

1. DATE ISSUED MM/DD/YYYY 05/03/2024
1a. SUPERSEDES AWARD NOTICE dated 05/02/2024 except that any additions or restrictions previously imposed remain in effect unless specifically rescinded
2. CFDA NO. 15.235 - Southern Nevada Public Land Management
3. ASSISTANCE TYPE Cooperative Agreement
4. GRANT NO. L24AC00160-01
5. TYPE OF AWARD Other
4a. FAIN L24AC00160
5a. ACTION TYPE Post Award Amendment
6. PROJECT PERIOD MM/DD/YYYY From 05/02/2024 Through 05/01/2029
7. BUDGET PERIOD MM/DD/YYYY From 05/02/2024 Through 05/01/2029

NOTICE OF AWARD



AUTHORIZATION (Legislation/Regulations)

Southern Nevada Public Land Management Act of 1998, 31 U.S.C. 6901, PL 105-263

8. TITLE OF PROJECT (OR PROGRAM) Lorenzi Park Tennis Court Addition
9a. GRANTEE NAME AND ADDRESS CITY OF LAS VEGAS, 495 S MAIN ST, LAS VEGAS, NV, 89101-2927
9b. GRANTEE PROJECT DIRECTOR Matt Klainer, 495 S Main St, Las Vegas, NV, 89101-6318, Phone: 7022296193
10a. GRANTEE AUTHORIZING OFFICIAL Mr. Steve Ford, 495 S Main St, Las Vegas, NV, 89101-6318, Phone: 702.229.6721
10b. FEDERAL PROJECT OFFICER Michelle Leiber, BUREAU OF LAND MANAGEMENT - SNDO, SNPLMA Division, NVS00550, Las Vegas, NV, 89130, Phone: (702) 515-5168

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)
I Financial Assistance from the Federal Awarding Agency Only
II Total project costs including grant funds and all other financial participation
a. Salaries and Wages \$142,400.00
b. Fringe Benefits \$71,999.00
c. Total Personnel Costs \$214,399.00
d. Equipment \$0.00
e. Supplies \$0.00
f. Travel \$0.00
g. Construction \$0.00
h. Other \$0.00
i. Contractual \$3,248,968.00
j. TOTAL DIRECT COSTS \$3,463,367.00
k. INDIRECT COSTS \$0.00
l. TOTAL APPROVED BUDGET \$3,463,367.00
m. Federal Share \$3,248,968.00
n. Non-Federal Share \$214,399.00
12. AWARD COMPUTATION
a. Amount of Federal Financial Assistance (from item 11m) \$3,248,968.00
b. Less Unobligated Balance From Prior Budget Periods \$0.00
c. Less Cumulative Prior Award(s) This Budget Period \$3,248,968.00
d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION \$0.00
13. Total Federal Funds Awarded to Date for Project Period \$3,248,968.00
14. RECOMMENDED FUTURE SUPPORT (Subject to the availability of funds and satisfactory progress of the project):
15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES: a. DEDUCTION, b. ADDITIONAL COSTS, c. MATCHING, d. OTHER RESEARCH (Add / Deduct Option), e. OTHER (See REMARKS)
16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDOING 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.

REMARKS (Other Terms and Conditions Attached -

Yes

No

This amendment is to upload an edited version of the terms and conditions as there was an error when submitted yesterday

APPROVED AS TO FORM

James B. Lewis, Deputy City Attorney

5/13/24, Date

GRANTS MANAGEMENT OFFICIAL:

Lesley Allen, Grants Management Officer, BUREAU OF LAND MANAGEMENT - NEVADA STATE OFFICE, 1340 Financial Blvd, Reno, NV, 89502-7147, Phone: 7758616443

LuAnn D. Holmes, MMC, City Clerk, Date

Carolyn G. Goodman, Mayor, Date

17. VENDOR CODE	0070312926	18a. UEI	HJS3TZHWXJX5	18b. DUNS	030381610	19. CONG. DIST.	01
LINE#	FINANCIAL ACCT	AMT OF FIN ASST	START DATE	END DATE	TAS ACCT	PO LINE DESCRIPTION	

# NOTICE OF AWARD (Continuation Sheet)

PAGE 2 of 2	DATE ISSUED 05/03/2024
GRANT NO. L24AC00160-01	

Federal Financial Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
05/02/2024	09/30/2024	Annual	12/29/2024
10/01/2024	09/30/2025	Annual	12/29/2025
10/01/2025	09/30/2026	Annual	12/29/2026
10/01/2026	09/30/2027	Annual	12/29/2027
10/01/2027	09/30/2028	Annual	12/29/2028
10/01/2028	05/01/2029	Final	08/29/2029

Performance Progress Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
05/02/2024	09/30/2024	Annual	12/29/2024
10/01/2024	09/30/2025	Annual	12/29/2025
10/01/2025	09/30/2026	Annual	12/29/2026
10/01/2026	09/30/2027	Annual	12/29/2027
10/01/2027	09/30/2028	Annual	12/29/2028
10/01/2028	05/01/2029	Final	08/29/2029

**AWARD ATTACHMENTS**

CITY OF LAS VEGAS

L24AC00160-01

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1. Terms and conditions

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**I. COOPERATIVE AGREEMENT OBJECTIVES:**

This cooperative agreement is made and entered into by the Department of the Interior, Bureau of Land Management, Nevada State Office (BLM), and the City of Las Vegas for construction of additional tennis courts at Lorenzi Park, for the purpose of collaborating with the recipient to engage in a project with the goal of providing a public service and benefit as authorized by US Code.

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

Projects are awarded for SNPLMA Round 19 Nominations under the Southern Nevada Public Land Management Act of 1998 (SNPLMA, Public Law 105-263, as amended)

The City of Las Vegas will design and construct additional tennis courts at Lorenzi Park, located centrally in the Las Vegas Valley in Clark County, Nevada. Project construction will include three new courts, as well as upgrade the entire, expanded facility. The existing restroom building will be upgraded and expanded to include programming space for the Lorenzi Tennis program to coordinate tennis use of the courts, lessons, and recreation activities. This project will provide increased access to tennis recreation opportunities and provide additional courts that are needed in the region to support tennis events and services provided to inner city youth.

**A. Public Benefits:**

Improve the quality of life for all public in urban and rural communities by enhancing recreational opportunities that connect people with the outdoor environment.

Promoting project connectivity and sustainability between new or existing recreation opportunities and other community facilities accommodations, and services (e.g., community centers, schools, or mass transit).

Provide recreational opportunities and improve access to those opportunities on Federal, State, local and regional government lands by increasing the availability and quality of public recreation.

Protect or improve the integrity of environmental, cultural, historical, educational, community, recreational, and open space resources to enhance the quality of the human experience and by increasing the community's understanding and appreciation of the natural outdoor environment.

B. Federal Award Performance Goals

*Federal Award Performance Goals.* The BLM must include in the Federal award an indication of the timing and scope of expected performance by the non-Federal entity as related to the outcomes intended to be achieved by the program. In some instances (e.g., discretionary research awards), this may be limited to the requirement to submit technical performance reports (to be evaluated in accordance with Federal awarding agency policy). Where appropriate, the Federal award may include specific performance goals, indicators, milestones, or expected outcomes (such as outputs, or services performed or public impacts of any of these) with an expected timeline for accomplishment. Reporting requirements must be clearly articulated such that, where appropriate, performance during the execution of the Federal award has a standard against which non-Federal entity performance can be measured. The BLM may include program-specific requirements, as applicable. These requirements should be aligned with agency strategic goals, strategic objectives or performance goals that are relevant to the program. **See also OMB Circular A-11, Preparation, Submission and Execution of the Budget Part 6 for definitions of strategic objectives and performance goals.**

The project implementation will include crucial steps to ensure adherence to federal terms and conditions and successful scope completion. Implementation activities include the following:

1. 1. Finalize project scope and set deliverables
2. 2. Develop a timeline and prepare for risks through the SMART workplan
3. 3. Project planning
4. 4. Monitor adherence to the cooperative agreement terms
5. 5. Execute plan
6. 6. Monitor performance
7. 7. Report programmatic and financial updates
8. 8. Adjust the plan or take corrective action when necessary

## II. PROPOSED WORK

The Recipient's Project Proposal dated 2/3/2022 entitled Lorenzi Park Tennis Court Addition, 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 include: Standard Form (SF) 424 Application for Federal Assistance, SF424A, Project Proposal submitted for Round 19 Nomination with additional

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

Additionally, the recipient agrees to:

- Adhere to the policies and procedures identified in the effective SNPLMA Implementation Agreement.
- Adhere to the Recipient procurement plan and federal procurement standards under 2 CFR § 200.318. Ensure federal, state, and local government permits are obtained, if required.
- Initiate, complete, and provide proof of documentation compliance with federal environmental and cultural resource laws, e.g., National Environmental Policy Act (NEPA), Endangered Species Act (ESA), Migratory Bird Treaty Act, and the National Historic Preservation Act (NHPA), as applicable.
  - The Grant Management Officer (GMO) and Program Officer (PO) will provide additional information on the NEPA and NHPA compliance in a separate document.
  - The recipient must provide to the GMO and PO documentation that confirms compliance is satisfactorily completed before the recipient will be allowed to proceed project implementation. When proof of compliance has been provided, the PO will respond in writing (email or letter) to the recipient (and e-copy the GMO) a "SNPLMA notice to proceed" to allow the recipient to proceed with project implementation.
- Include the following conspicuously placed disclosure for materials generated for display or distribution (brochures, flyers, public planning documents, public scoping meetings, videos, etc.): "This project was funded due to the Southern Nevada Public Land Management Act, which authorized the sale of BLM-administered federal lands within a designated boundary in the Las Vegas Valley and required proceeds to be used on projects to fund federal, state and local projects that benefit communities and public lands."

Provide project signage conspicuously placed, which states: "This project was funded due to the Southern Nevada Public Land Management Act, which authorized the sale of BLM-administered federal lands within a designated boundary in the Las Vegas Valley and required proceeds to be used on projects to fund federal, state, and local projects that benefit communities and public lands."

- A. The BLM will be substantially involved with this project. The BLM will also make site visits as warranted by program needs.
- Review and accept the recipient's project work plan before funds are authorized for expenditure.
  - Approve the recipient to transition from planning activities to implementation of the project objectives following the acceptance of prerequisite environmental, cultural/historic, and/or land-use compliance and documentation requirements.
  - Closely monitor the project's quarterly status information for scope, time, and amount and its compliance with the SNPLMA Implementation Agreement.
  - Conduct a pre-work, progress, and final site visits.
  - Manage the change management process, including the request, decision, and post-decision actions involving the project's scope, time, and amount.
  - Ensure completion of the project's deliverable(s), accurate reporting of accomplishments, and public accomplishment information in annual reports and databases.
  - Verify recipient has met the initial "planning" phase of the federal award through consultation with the local BLM office of jurisdiction to ensure project compliance with applicable federal environmental laws (e.g., National Environmental Policy Act, Section 7 of the Endangered Species Act) and demonstrates compliance with Section 106 of the National Historic Preservation Act (NHPA); then provide written approval to the SNPLMA Program Manager (Program Officer) once the recipient has satisfactorily completed compliance with applicable federal environmental laws, cultural/historic required protocols, and land-use compliance and documentation requirements, as appropriate.
  - Monitor the recipient's progress for scope, time, and amount, in compliance with the 2 CFR Part 200 and the SNPLMA Implementation Agreement (e.g., review quarterly and annual status and reporting).
  - Conduct periodic file review of backup documentation for expenditures, and conduct a final inspection for project closeout upon completion.
  - Ensure completion of the project's deliverable(s), accurate reporting of accomplishments, and public accomplishment information in annual reports and databases.
  - Manage the change management process, including the request, decision, and post-decision actions involving the project's scope, time, and amount.

- B. The recipient is responsible to report significant developments, i.e., events that 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 that 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 that enable meeting time schedules and/or objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.
- C. The award recipient is responsible for oversight of the operations of the award-supported activities. The recipient shall monitor its activities under the SNPLMA award to ensure compliance with applicable Federal requirements and that performance expectations are being achieved. Additionally, if a recipient issues a subaward, then that recipient is responsible for monitoring the subaward and ensuring that the subaward recipient complies with all applicable Federal statutes, regulations, and award terms and conditions (2 CFR 200.329). For more information on pass-through entities' award management and subaward monitoring requirements see 2 CFR 200.332.

### **III. 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 five (5) 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

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 modification to the agreement shall be in writing and signed by a GMO with sufficient signatory authority. No oral or written statements made by any person other than the BLM GMO shall, in any manner, modify or otherwise affect the terms of the agreement.
    - Requests to modify this Agreement's scope, time, or amount will require advance approval of the authorized SNPLMA official. A request for modification must be made to the SNPLMA Division using the modification request form in the SNPLMA Implementation Agreement, Part Two, Appendix L Project Modification Form.
    - Request to modify this Agreement's scope, time or amount shall be submitted no later than 120 calendar days before the current Agreement end date.
    - Requests for extensions for the reimbursement of funds will be considered on a case-by-case basis.
    - Requests to modify this Agreement's scope, time, or amount that receive approval from the SNPLMA Division via a decision memo signed by the SNPLMA authorized representative must complete additional steps/documentation to modify this Agreement through Grant Solutions and receive a modified agreement executed by the GMO.
    - This Agreement may be modified by written agreement signed by both the Recipient's Authorized Representative and the GMO. Administrative changes (i.e., GMO or PO name change, etc.) that do not change the work plan, scope, time, or amount, may be unilaterally signed by the GMO.
    - All other changes shall be made by bilateral modification to the Agreement. No oral statement made by any person, or written statement by any person other than the GMO, shall be allowed in any manner or degree to modify or otherwise effect the terms of the Agreement.
- C. Termination. This agreement may be terminated in accordance with the provision of 2 CFR §200.340, Subpart D: Termination and the procedures outlined in the SNPLMA Implementation Agreement.

#### **IV. 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 Budget Period may be carried forward and expended in subsequent Budget Periods.

- 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 §200.306, Subpart D, Cost sharing or matching: There is no cost share or match required for the award under the SNPLMA legislation.

The recipient is providing a voluntarily cost share in the amount of \$214,399.00. The recipient is required to document the cost-share in accordance with the 2 CFR, Subpart D, §200.306, Cost sharing or matching.

- E. Program Income. Program Income generated by this award will be in accordance with:
1. **2 CFR §200.307(e)(1) Deduction** - Program income must be deducted from total allowable costs to determine the net allowable costs, and be used for current costs unless the Federal awarding agency authorizes otherwise. Program income that the non-Federal entity did not anticipate at the time of the Federal award must be used to reduce the Federal award and non-Federal entity contributions rather than to increase the funds committed to the project. 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.

1. ASAP Draw Down Requirements for SNPLMA Projects:

- Prior to requesting an ASAP drawdown, the Recipient shall send an email to the appropriate program specific PO (aka SNPLMA Program Manager) and e-copy the BLM representatives identified below, with the amount of funding to be drawn down **at least 3 days before** requesting the ASAP draw down. If the ASAP draw down request contains multiple projects by the Recipient, the Recipient shall provide the PO a list of the projects to draw down funds separated by agreement number and amount.
  - Michelle Leiber, [mleiber@blm.gov](mailto:mleiber@blm.gov) - PO/SNPLMA Program Manager for the Parks, Trails, and Natural Areas (PTNA) and Multi-Species Habitat Conservation Plan (MSHCP) categories; **and e-copy**
  - Amy Lee, [aalee@blm.gov](mailto:aalee@blm.gov) – SNPLMA Sr. Accountant, BLM National Operations Center (NOC);
  - Gary Thompson - [gthompso@blm.gov](mailto:gthompso@blm.gov) – SNPLMA Accountant, BLM NOC; and
  - Robert Wandel, [rwandel@blm.gov](mailto:rwandel@blm.gov) – SNPLMA Assistant District Manager, BLM SNPLMA Division.
- An ASAP draw down will be made only in the amount(s) necessary to meet the current reimbursement needs. The GMO and PO may request additional information to support the drawdown of funding. The drawdown of funding may not commence until the additional documentation or justification is received. The PO will confirm the Recipient may complete the draw down via email.
- An ASAP draw down can occur as frequently as needed. The Recipient shall make every effort to stay within the quarterly projections submitted to the PO through the SMART database, however, if the recipient needs to draw down more funding than previously projected, the Recipient will provide justification via email to the PO prior to initiating the ASAP draw down request.
- The Recipient must retain documentation to support all ASAP draw downs, organized by draw down. Failure to retain the appropriate level of documentation to support the draw down may result in a determination that the reimbursement, or certain costs within the reimbursement, is/are not allowable or allocable to the federal award.
- Approval to complete a drawdown of funding does not imply the expenditures are allowable or allocable. The GMO and/or the PO will complete progress and final financial file reviews to determine the allowable and allocable costs

to the federal award. Expenditures that are determined to be unallowable or unallocable after disbursement will be deducted from the next draw down request.

- At the completion or termination of the Agreement, unused funding shall be returned through ASAP to the BLM. This must be completed within the 120-day payment period following the performance period end date.

- 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. Being put on Agency Review does not relieve the recipient of required financial or performance reporting requirements.
- 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.

**V. PERFORMANCE AND 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.
- B. 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.
- C. 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.

**VI. 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 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

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 Progress Reports

Recipients of Federal financial assistance are required to submit periodic performance reports prepared in accordance with 2 CFR§ 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:

1. Completed established goals, work in progress, future work, the percentage of work completed (based on Section 1 of this document).
2. 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.
3. Prediction of future activities and how they will be accomplished.
4. 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.
5. 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.
6. Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.
7. Although the Recipient may not be required to report quarterly to the GMO on the FFR or SF-425, the Recipient must submit quarterly financial status reports in the SMART online database. The SMART online database collects status from the previous quarter and funding for the future quarter, as detailed in the table below:

Current Federal Fiscal Year (FY) Quarter	SMART Opens	SMART Closes	Quarterly Status Progress Reporting for:	ASAP Requests and Expended/Obligated for:
Q1	October 1	October 31	Q4 Previous FY (Jul-Sep)	Q2 Current FY (Jan-Mar)
Q2	January 1	January 31	Q1 Current FY (Oct-Dec)	Q3 Current FY (Apr-Jun)
Q3	April 1	April 30	Q2 Current FY (Jan-Mar)	Q4 Current FY (Jul-Sep)
Q4	July 1	July 31	Q3 Current FY (Apr-Jun)	Q1 Following FY (Oct-Dec)

#### C. Property Reports

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.

## **VII. 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. Insurance. The recipient shall be required to (1) obtain liability insurance or (2) demonstrate present financial resources in an amount determined sufficient by the Government to cover claims brought by third parties for death, bodily injury, property damage, or other loss resulting from one or more identified activities carried out in connection with this financial assistance agreement.
- C. Insured. The federal government shall be named as an additional insured under the recipient's insurance policy.
- D. Indemnification. The recipient hereby agrees:
  - 1. To indemnify the federal government, Bureau of Land Management (BLM), from any act or omission of the recipient, its officers, employees, or (members, participants, agents, representatives, agents as appropriate) (1) against third party claims for damages arising from one or more activities carried out in connection with this financial assistance agreement and (2) for damage or loss to government property resulting from such an activity, to the extent the laws of the State where the recipient is located permit. This obligation shall survive the termination of this agreement.

2. To purchase public and employee liability insurance at its own expense from a responsible company or companies with a minimum limitation of one million dollars (\$1,000,000.00) per person for any one claim, and an aggregate limitation of three million dollars (\$3,000,000.00) for any number of claims arising from any one incident. The policies shall name the United States as an additional insured, shall specify that the insured shall have no right of subrogation against the United States for payments of any premiums or deductibles due thereunder, and shall specify that the insurance shall be assumed by, be for the account of, and be at the insured's sole risk. Prior to beginning the activities authorized herein, the recipient shall provide the BLM with confirmation of such insurance coverage. Each policy shall have a certificate evidencing the insurance coverage and identifying the assistance agreement number.
3. To pay the United States the full value for all damage to the lands or other property of the United States caused by the recipient, its officers, employees, or (members, participants, agents, representatives, agents as appropriate).
4. To provide workers' compensation protection to the recipient's officers, employees, and representatives.
5. 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.
6. 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 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.

- E. 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.
- F. Identified Activities. All activities carried out in connection with this financial assistance agreement.
- 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. To indemnify the federal government, Bureau of Land Management (BLM), from any act or omission of the recipient, its officers, employees, or (members, participants, agents, representatives, agents as appropriate) (1) against third party claims for damages arising from one or more activities carried out in connection with this financial assistance agreement and (2) for damage or loss to government property resulting from such an activity, to the extent the laws of the State where the recipient is located permit. This obligation shall survive the termination of this agreement.
  - 2. To pay the United States the full value for all damage to the lands or other property of the United States caused by the recipient, its officers, employees, or (members, participants, agents, representatives, agents as appropriate).
  - 3. To provide workers' compensation protection to the recipient's officers, employees, and representatives.
  - 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 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.

### **VIII. 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 §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 §200.310.
- C. Intangible Property:

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1. Title to intangible property (see § 200.59 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."
  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.

**IX. 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.

## **X. GENERAL TERMS AND CONDITIONS**

### U.S. Department of the Interior Standard Terms and Conditions of Award

#### **A. ADMINISTRATIVE REQUIREMENTS**

##### **1. Acceptance of Terms and Conditions of Award**

- a) Recipients and subrecipients of the Department of the Interior (DOI) financial assistance (i.e., grant and cooperative agreement) awards (awards) must comply with the applicable terms and conditions incorporated into their Notice of Funding Opportunity or Notice of Award. These terms and conditions are in addition to the assurances and certifications made as part of the award application process through submission of the Standard Forms SF-424B Assurances for Non-Construction Programs and SF-424D Assurances for Construction Programs (see <https://www.grants.gov/forms/sf-424-family.html>), or through acceptance of certifications and representations in the System for Award Management (SAM.gov).
- b) Acceptance of a financial assistance award from the DOI carries with it the responsibility to be aware of and comply with all terms and conditions applicable to the award. Acceptance of a Federal financial assistance award from the DOI means starting work, drawing down or requesting funds, or accepting the award via electronic means. Upon accepting the award, the recipient must comply with all terms and conditions imposed upon the award by the DOI and the recipient understands that acceptance of funds from the DOI constitutes a consent to fulfill and comply with all terms and conditions.

##### **2. Recipient Responsibilities Regarding Subrecipients and Subcontractors**

Recipients passing Federal funds through to subrecipients and contractors

are responsible for ensuring their subrecipients and contractors are aware of and comply with applicable award statutes, regulations, and agency requirements. Recipients must review their official award document for additional administrative and programmatic requirements. Recipient and subrecipient failure to comply with the general terms and conditions outlined below and those directly reflected on the official financial assistance award document can result in the DOI taking one or more of "Remedies for Noncompliance" described in Title 2 Code of Federal Regulations (CFR) Section 200.339 through Section 200.343.

3. No-Cost Extension Requests

A no-cost extension request, if granted, allows a recipient additional time to complete the overall goals and performance objectives of the award.

If the recipient determines additional time is required to complete the project's original scope with the funds already made available, an authorized official of the recipient entity may submit a request in writing to the awarding officer to extend the award if the awarding agency has not waived the prior approval provision set forth in §200.308 Revision of Budget and Program Plans, (e)(2). Extension requests must be made at least ten (10) calendar days before the original period of the performance end date explaining the reason for the request. Extensions are not automatic and must not be requested merely to use unobligated balances. The awarding official will inform the recipient in writing whether an extension request has been granted.

4. Payments

- a) For domestic financial assistance awards. Payment will be made by electronic drawdown reimbursement through the Department of the Treasury, Automated Standard Application for Payment (ASAP) System, unless there is an approved waiver in place. Drawdowns to a recipient must be limited to the minimum amounts needed and will be timed to be in accordance with the actual, immediate cash requirements of the recipient in carrying out the purposes of the approved program or project. The timing and amount of cash advances must be as close as is administratively feasible to the actual disbursements by the recipient for direct program or project costs and the proportionate share of any allowable indirect costs.

- b) For foreign financial assistance awards. The preferred method of payment is with a United States based (US-based) financial institution. For foreign assistance awards where no such US-based banking relationship exists, payments may be made using the standard method established by the Department of the Treasury for International Treasury Services (ITS).

5. Department of the Interior Agency Regulations for Grants and Cooperative Agreements

Recipients are required to follow the applicable provisions of Title 2 CFR, Subtitle B, Chapter XIV, Parts 1400-1499, the "Financial Assistance Interior Regulations."

6. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Recipients are required to follow the applicable provisions of the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" ('Uniform Guidance') located at Title 2 CFR Part 200.

7. Institutions of Higher Education (IHE), State and Local Governments, Tribal Governments, and Non-Profit Organizations

In addition to Subparts A-F of the Uniform Guidance, IHEs, State and local government, tribal, and non-profit recipients are required to follow applicable Uniform Guidance (2 CFR Part 200) provisions, including:

Special Consideration for States, Local Governments, and Indian Tribes

§200.416, Cost allocation plans and indirect cost proposals

§200.417, Interagency service

Special Consideration for Institutions of Higher Education

§200.418, Costs incurred by states and local governments

§200.419, Cost accounting standards and disclosure statement

2 CFR Subpart F, Audit Requirements

Appendix III - Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Institutions of Higher Education (IHE)

Appendix IV - Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations

Appendix V - State/Local Government and Indian Tribe Wide Central Service Cost Allocation Plans

Appendix VI - Public Assistance Cost Allocation Plans

Appendix VII - States and Local Government and Indian Tribe Indirect Cost Proposals

Appendix VIII - Nonprofit Organizations Exempted from Subpart E of Part 200

8. Foreign Entities

- a) Foreign public entities are also subject to the requirements specific to States, with the following exceptions in the Uniform Guidance:
  - (1) The State payment procedures in Section 200.305(a) do not apply. Foreign public entities must follow the payment procedures in Section 200.305(b).
  - (2) The requirements in Section 200.321, Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms, do not apply.
  - (3) The requirements in Section 200.322, Procurement of recovered materials, do not apply.
- b) Foreign non-profit organizations are subject to the requirements specific to non-profit organizations.
- c) Foreign Institutions of Higher Education (IHE). Institutions located outside the United States that meet the definition in 20 United States Code (U.S.C.) Part 1001 are also subject to the requirements specific to IHEs.
- d) Foreign for-profit entities are subject to the cost principles in 48 CFR 1, Subpart 31.2.

- e) All other foreign entities are subject to the requirements applicable to non-Federal entities in 2 CFR Part 200, Subpart E.
- f) For-Profit Entities, Individuals, and Others. For-profit entities, individual and other not covered by provisions set forth in previous sections must follow applicability standards set forth in Section 2 CFR 200.101(b) (2), Table 1.

9. Remedies for Non-Compliance

A recipient or subrecipient's failure to comply with the terms and conditions outlined herein and those reflected on the official financial assistance award document can result in the DOI taking one or more of the "Remedies for Noncompliance" described in the Uniform Guidance at Sections 200.339 through 200.343.

B. NATIONAL POLICY REQUIREMENTS

The following statutory, regulatory, and national policy requirements apply to individuals and non-Federal entities, including foreign public entities and foreign organizations, receiving, or performing under Federal awards, unless otherwise described in this section.

1. 2 CFR Part 200, §200.112, Conflict of Interest

The recipient must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with 2 CFR Part 1402, Financial Assistance Interior Regulation, Section 1402.112 What are the conflict-of-interest policies?

2. 43 U.S.C. Chapter 46, Geospatial Data, §2801–2811

Recipient collection of geospatial data under a DOI-funded award 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](http://www.fgdc.gov). Recipients must submit a digital copy of all GIS data produced or collected as part of the award funds to the DOI 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.

3. 2 CFR Section 1402.315, What are the requirements for availability of data?
  - a) All data, methodology, factual inputs, models, analyses, technical information, reports, conclusions, valuation products or other scientific assessments in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual, resulting from a financial assistance agreement is available for use by the Department of the Interior, including being available in a manner that is sufficient for independent verification.
  - b) The Federal Government has the right to:
    - (1) Obtain, reproduce, publish, or otherwise use the data, methodology, factual inputs, models, analyses, technical information, reports, conclusions, or other scientific assessments, produced under a Federal award; and
    - (2) Authorize others to receive, reproduce, publish, or otherwise use such data, methodology, factual inputs, models, analyses, technical information, reports, conclusions, or other scientific assessments, for Federal purposes, including to allow for meaningful third-party evaluation.
4. 2 CFR Part 170, Reporting Subawards and Executive Compensation.
  - a) Reporting First Tier Subawards
    - (1) Applicability. Unless the recipient is exempt of this award term, the recipient must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).
    - (2) Where and When to Report



(a) The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.

(b) For subaward information, reports should be submitted no later than the end of the second month after the initial award date.

(3) What to Report

The recipient must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b) Reporting total compensation of recipient executives for non-Federal entities.

(1) Applicability and what to report. The recipient must report total compensation for each of the recipient's five most highly compensated executives for the preceding completed fiscal year, if:

(a) The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000 as defined in 2 CFR 170.320;

(b) In the preceding fiscal year, the recipient received:

(i) 80 percent or more of the recipient's annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards);

- (ii) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
  - (iii) The public does not have access to information about the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm> )
- (2) Where and when to report. The recipient must report executive total compensation described in paragraph b.1. of this award term:
  - (a) As part of the recipient's registration profile at SAM.gov.
  - (b) No later than the end of the second month after the initial award data, and annually thereafter.
- c) Reporting of Total Compensation of Subrecipient Executives.

- (1) Applicability and what to report. Unless the recipient is exempt as provided in paragraph 4. of this award term, for each first-tier non-Federal entity subrecipient under this award, the recipient shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if in the subrecipient's preceding fiscal year, the subrecipient received:
  - (a) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards);
  - (b) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
  - (c) The public does not have access to information about the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <https://www.sec.gov/answers/excomp.htm> .)
- (2) Where and when to report. The recipient must report subrecipient executive total compensation:
  - (a) To the recipient.

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- (b) By the end of the month following the month during which the recipient makes the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), the recipient must report any required compensation information of the subrecipient by November 30 of that year.
- d) Exemptions. If, in the previous tax year, the recipient had gross income, from all sources, under \$300,000, the recipient is exempt from the requirements to report:
- (1) Subawards, and
  - (2) The total compensation of the five most highly compensated executives of any subrecipient.
- e) Definitions. For the purposes of this award term:
- (1) "Federal Agency" means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).
  - (2) "Non-Federal entity" means all the following, as defined in 2 C.F.R. Part 25:
    - (a) A Governmental organization, which is a State, local government, or Indian tribe;
    - (b) A foreign public entity;
    - (c) A domestic or foreign nonprofit organization; and
    - (d) A domestic or foreign for-profit organization.
  - (3) "Executive" means officers, managing partners, or any other employees in management positions.

- (4) “Subaward” means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the recipient received this award and that the recipient awards to an eligible subrecipient.
  - (a) The term does not include the recipient’s procurement of property and services needed to carry out the project or program (for further explanation, see 2 C.F.R. 200.331).
  - (b) A subaward may be provided through any legal agreement, including an agreement that the recipient or a subrecipient considers a contract.
- (5) “Subrecipient” means a non-Federal entity or Federal agency that:
  - (a) Receives a subaward from the recipient under this award; and
  - (b) Is accountable to the recipient for the use of the Federal funds provided by the subaward.
- (6) “Total compensation” means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 C.F.R. 229.402(c)(2)).

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5. 43 CFR Part 18, New Restrictions on Lobbying. The Authorized Representative's signature on the application submitted to a DOI Bureau or Office certifies to the statements in 43 CFR Part 18, Appendix A- Certification Regarding Lobbying. These provisions prohibit the use of Federal funds for lobbying the executive or legislative branches of the Federal government in connection with an award and require disclosure of the use of non-Federal funds for lobbying. Any recipient that requests or receives more than \$100,000 in Federal funding and has made or agrees to make any payment using non-appropriated funds for lobbying in connection with a proposal or award shall submit a completed Form SF-LLL, "Disclosure of Lobbying Activities," regarding the use of non-Federal funds for lobbying. Visit 43 CFR Part 18.110, Certification and Disclosure requirements for more information. This provision does not apply to Tribes, tribal organizations, or Indian organization expenditures specifically permitted under other Federal laws.
  6. 5 U.S.C. Parts 1501-1508 and 7324-7328 (i.e., Hatch Act). Recipient agrees to comply, as applicable, with requirements of the Hatch Act, which limits certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.
  7. 41 U.S.C. Part 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.
  8. 43 CFR Part 17 – Nondiscrimination in Federally Assisted Programs of the Department of the Interior prohibit discrimination on the basis of race, color, or national origin in programs or activities receiving Federal financial assistance.

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9. 42 U.S.C. Chapter 126 of The Americans with Disabilities Act of 1990, entitled “Equal Opportunity for Individuals with Disabilities” prohibits discrimination based on disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation. Further, 42 U.S.C. Chapter 60, Subtitle C Part 60-1.4(b) is applicable in full enforcement by reference in these terms and conditions, including the equal opportunity clause and requirements for clauses in contracts for all construction projects receiving Federal financial assistance funding.
  10. 28 CFR Section 35, Non-discrimination on the Basis of Disability in State and Local Government Services implements Subtitle A of Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. 12131-12134), as amended by the ADA Amendments Act of 2008 (Pub. L. 110-325, 122 Stat. 3553), which prohibits discrimination on the basis of disability by public entities.
  11. Homeland Security Presidential Directive (HSPD) 12. The subrecipient or contractor must comply with personal identity verification procedures identified in the subaward or contract that implement Homeland Security Presidential Directive 12 (HSPD-12), Office of Management and Budget (OMB) Guidance M-05-24, as amended, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended, for all employees under a subaward or contract who require routine physical access to a Federally-controlled facility or routine access to a Federally-controlled information system.
  12. Executive Order No. 13043, Section 1(c) and (d) (1997), Increasing Seat Belt Use in the United States encourages recipients including tribal governments to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

13. Executive Order No. 13513, Section 4 (2009), Federal Leadership on Reducing Text Messaging While Driving. DOI encourages recipients and subrecipients to adopt and enforce policies that ban text messaging while driving company-owned or rented vehicles or a Government Owned Vehicle, or while driving a Personal Owned Vehicle when on official Government business or when performing any work for or on behalf of the Government.
14. Executive Order No. 14026 (2021), Increasing the Minimum Wage for Federal Contractors Establishes a minimum hourly wage paid by parties that contract with the Federal government of \$15.00. The Order applies to any contract or contract-like instrument, Contract-like instruments are defined in 29 CFR §23.20, Definitions.
15. 35 U.S.C., Title 35, Part II, Chapter 18, Patent Rights in Inventions Made with Federal Assistance. Formerly known as the Patent and Trademark Act Amendments, the Bayh-Dole Act is a federal law enacted in 1980 that enables universities, nonprofit research institutions and small businesses to own, patent and commercialize inventions developed under federally funded research programs within their organizations. The law creates a uniform patent policy among the federal agencies that fund research. The standard patent rights clause is set forth at 37 C.F.R, Chapter IV, Part 401 and included as needed at the program and award level.

C. RECIPIENT INTEGRITY AND PERFORMANCE

1. Reporting of Matters Related to Recipient Integrity and Performance
  - a) General Reporting Requirement. If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then the recipient during that period of time must maintain the currency of information reported to SAM.gov, the designated integrity and performance system) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition.<sup>1</sup> This is a statutory requirement under Section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As

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<sup>1</sup> Please note that in FY 2023 the former Federal Awardee Performance and Integrity Information System (FAPIIS) is now integrated into the SAM.gov system.



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.

- b) Proceedings About Which the Recipient Must Report. Submit the required information for each proceeding that:
- (1) Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
  - (2) Reached its final disposition during the most recent five-year period; and
  - (3) Is one of the following:
    - (a) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
    - (b) 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;
    - (c) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and the recipient's payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
    - (d) 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 the recipient's 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.
- c) 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. The recipient does not need to submit the information a second time under assistance awards received if the recipient already provided the information through SAM because the recipient was required to do so under Federal procurement contracts that the recipient was awarded.
- d) Reporting Frequency. During any period of time when the recipient is subject to the requirement in paragraph 1 of this award term and condition, the recipient must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that the recipient has 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.
- e) Definitions. For purposes of this award term and condition:

- (1) “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.
- (2) “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.
- (3) “Total value of currently active grants, cooperative agreements, and procurement contracts” includes:
  - (a) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
  - (b) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

## **XI. 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:

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:

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- 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, 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.

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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.
- 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. 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.
- F. Marketing, Publications and Communications. Any outreach, marketing or communication activities, which may include BLM funding, staff or equipment, or the use of the BLM logo, must be approved by the Communications Director or the Communications Director's designee of BLM Colorado prior to initiating work done as a result of the activities, project or program supported through this agreement. This includes any form of communication, whether in print, video, or other type of electronic format.
- G. Access. In the event of a site/facility closure, the Recipient shall not perform or make deliveries to the site/facility until it is reopened by the Government, unless otherwise instructed by the Grants Management Officer or Program Officer.
- H. Prohibition on Providing Funds to the Enemy:
  - 1. The recipient must:
    - a) 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;

- b) 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.
  - 2. 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 value over \$50,000 and will be performed outside the United States, including its outlying areas.
  - 3. The Federal awarding agency has the authority to terminate or void this grant or cooperative agreement, in whole or in part, if the Federal awarding agency becomes aware that the recipient failed to exercise due diligence as required by paragraph (a) of this clause or if the Federal awarding agency 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.
- I. 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.
  - 1. Buy America Domestic Procurement Preference:
    - a) 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 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.

- b) 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.
2. 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/).

3. 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:
  - a) 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;
  - b) 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
  - c) Public Interest Waiver: applying the domestic content procurement preference would be inconsistent with the public interest.
4. 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. 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. Waiver requests shall include the below information:

- a) Type of waiver requested (non-availability, unreasonable cost, or public interest);
- b) Requesting entity and Unique Entity Identifier (UEI) submitting the request;
- c) Department of Interior Bureau or Office who issued the award;
- d) Federal financial assistance listing name and number (reference block 2 on DOI Notice of Award);
- e) Financial assistance title of project (reference block 8 on DOI Notice of Award);
- f) Federal Award Identification Number (FAIN);
- g) Federal funding amount (reference block 11.m. on DO Notice of Award);
- h) Total cost of Infrastructure expenditures (includes federal and non-federal funds to the extent known);
- i) Infrastructure project description(s) and location(s) (to the extent known);
- j) 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;
- k) 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;
- l) 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; and

- m) 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.

5. Definitions:

- a) "Construction materials" includes an article, material, or supply that is or consists primarily of:
  - (1) Non-ferrous metals;
  - (2) Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
  - (3) Glass (including optic glass);
  - (4) Lumber;
  - (5) Drywall
- b) "Construction Materials" does not include:
  - (1) Cement and cementitious materials;
  - (2) Aggregates such as stone, sand, or gravel; and
  - (3) Aggregate binding agents or additives.
- c) "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.

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

J. Additional Access to Recipient Records:

- 1. 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.
- 2. 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.

K. 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.

**XII. DEFINITIONS AND ACRONYMS**

- A. 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.
- B. ASAP: Automated Standard Application for Payments, the Treasury Department System from which Recipients will draw approved funds during the life of the agreement.
- C. Authorized Representative: The Authorized Representative is the individual on the Recipient side of the award who is authorized to act for the Recipient to assume the obligations imposed by Federal laws, regulations, requirements, and conditions that apply to Financial Assistance applications and Awards.
- D. BLM: Bureau of Land Management; may also be referred to as "The Bureau."
- E. CFR: Code of Federal Regulations
- F. DOI: Department of the Interior
- G. FFR: Federal Financial Report; may also be referred to as Standard Form 425 or SF-425
- H. 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.
- I. FY: Federal Fiscal Year, which encompasses October 1 through September 30 annually.
- J. GMO: Grants Management Officer, the only individual in the BLM who is authorized to obligate funds, award, modify, and/or terminate assistance agreements.



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- K. 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.
- L. GS: GrantSolutions, the Award Platform used by the Bureau of Land Management.
- M. NOA: Notice of Award, the Financial Assistance Agreement document generated in Grant Solutions that includes Award information and the Terms and Conditions of Award.
- N. NTE: Not-to-exceed amount, the maximum Federal funding amount available for reimbursement to the recipient.
- O. 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/).
- P. 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.
- Q. 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 GMO if a recipient is on Agency Review. The PO is not authorized to modify this agreement or obligate the Government in any way.
- R. Recipient: The organization named in Box 5. of the "Notice of Award."

- S. 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.

***END OF AGREEMENT***

Rev. 06/01/2023