**FINANCIAL ASSISTANCE**

**FUNDING OPPORTUNITY ANNOUNCEMENT**



**U.S. Department of Interior**

**National Park Service**

**Program Name**

**Funding Opportunity Announcement Number:**

**NPS-FYPARK-00000**

**Announcement Type: Initial**

**Issue Date: XX/XX/XXXX**

**Application Due Date: XX/XX/XXXX Time AM/PM Zone**

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**National Park Service**

**PROGRAM NAME**

**SECTION I: FUNDING OPPORTUNITY DESCRIPTION**

1. **Legislative Authority**

Pursuant to **54 USC §101702(b)**, to facilitate the administration of the System, the Secretary, under such terms and conditions as the Secretary may consider advisable, may—(A) enter into cooperative agreements with public or private educational institutions, States, and political subdivisions of States to develop adequate, coordinated, cooperative research and training programs concerning the resources of the System; and (B) pursuant to an agreement, accept from and make available to the cooperator technical and support staff, financial assistance for mutually agreed upon research projects, supplies and equipment, facilities, and administrative services relating to cooperative research units that the Secretary considers appropriate. This subsection does not waive any requirements for research projects that are subject to Federal procurement regulations.

1. **Project Background Information**

*Indicate why this project is being undertaken. What resource/policy issue is being addressed by this FOA, and what is the relevant background information of the resource/policy issue? Provide context for the information that will be included in Section I.C and I.D.*

The principal purpose of this agreement is …

The primary program model for this cooperative agreement is …

For the purposes of this agreement, the NPS acts …

The recipient organization provides …

1. **Project Objectives**

*Provide a summary of project objectives. What are the issues/objectives on which the award will focus?*

* Jointly administer …
* Promote and stimulate …
* Encourage …
1. **Program Objectives**
* *Detail the tasks it is envisioned the recipient and NPS will perform*
* *NPS substantial involvement in the project should be evident. “Substantial Involvement” means that NPS will be significantly involved in project management and/or other aspects of the project. (If not, an acquisition instrument should be used instead.)*
* *This statement of work will form the basis of how the recipient will base their application, and ultimately the award that is generated from this FOA.*
1. The NPS will:
2. XXX
3. The Recipient will:
4. XXX
5. The NPS and Recipient together will:
6. XXX
7. **Term of the Agreement**

This agreement will become effective upon the date of last signature and shall expire **five** years from the effective date, unless terminated earlier in accordance with 2 CFR 200.

**SECTION II: AWARD INFORMATION**

NPS anticipates awarding a Task Agreementunder this program announcement. The NPS will be substantially involved in directing the work performed under the resulting award. The level of involvement will be negotiated with each Recipient prior to award of individual task agreement. Substantial involvement consists of collaboration in the project. As part of its standard project management responsibilities, NPS will also conduct periodic reviews and ongoing evaluation of key performance parameters.

1. **Expected Number of Awards**

NPS anticipates making one (1) award under this announcement.

1. **Estimated Total Program Funding (annual)**

Subject to the availability of funds, estimated funding is approximately $XXX.XX. The actual level of funding is dependent upon the appropriations allocated for this program.

1. **Award Ceiling (annual) $XXX.XX**
2. **Assistance Instrument: Task Agreement**

**SECTION III: ELIGIBILITY INFORMATION**

1. **Eligible Applicants**

This announcement is limited to partners of the following Cooperative Ecosystem Studies Units (including university, state, and non-governmental organizations): Californian CESU, Great Basin CESU, Pacific Northwest CESU, Colorado Plateau CESU, and Rocky Mountain CESU. A list of active partners and the master Cooperative Agreements for these five CESUs are linked to the following webpage: http://www.cesu.psu.edu/. The NPS strongly encourages multiple partner engagement in this project. This may occur through subawards to partner institutions from the primary awardee, or broad expertise from multiple PIs within a single institution. Further, proposals may consider the use of subcontracts to non-academic entities for the field investigation component with full justification as to why this may be more effective than solely university entities.

1. **Cost-Sharing or Matching Requirement**

A cost share or match is not required for the award generated from this Funding Opportunity Announcement.

**SECTION IV: APPLICATION AND SUBMISSION INFORMATION**

1. **Address to Request Application Package**

**PLEASE NOTE: APPLICATIONS FOR THIS ANNOUNCEMENT WILL BE SUBMITTED ELECTRONICALLY THROUGH GRANTS.GOV. SUBMISSION INFORMATION IS POSTED IN PART B OF SECTION IV BELOW.**

An **Application Package** has been included within this Funding Opportunity Announcement for your convenience, found in **Appendix C**. The **Application Package** contains five mandatory forms, which must be submitted with your proposal, forms: **Standard Form (SF)-424** (Application for Financial Assistance), **SF-424A** (Budget Information), **SF-424B** (Assurances), **SF-LLL** (Disclosure of Lobbying Activities), and the grants.gov “Certification Regarding Lobbying.” The Application Package can also be accessed and downloaded from the Synopsis page of this announcement in Grants.gov.

1. **Contents and Form of Application Submission**

You must complete the mandatory forms and any applicable optional forms, in accordance with the instructions on the forms and the additional instructions below, as required by this Funding Opportunity Announcement. **Do not include any proprietary or personally identifiable information as defined in Appendix B.**

**Standard Form 424 – Application for Federal Assistance**

Complete this form as much as possible with all applicable information.

**Standard Form 424A – Budget Information**

You must provide an **estimated** cumulative budget for the total project in your proposal. A **detailed** budget will be required per individual task agreements generated under the Cooperative Agreement during the term of the agreement.

**Standard Form 424B – Assurances**

This form must be signed and submitted with you application.

**Standard Form LLL – Disclosure of Lobbying Activities**

Complete this form as much as possible with all applicable information.

**Certification Regarding Lobbying from grants.gov**

This form must be signed and submitted with you application.

**Indirect Charges**

Most states, Universities and larger non-profits have a negotiated indirect cost rate with Federal Government. This agreement **must be submitted** with any proposed project. Smaller organizations may not have an agreement with the Federal Government. In these cases, the indirect cost rate must be accompanied by a determination from an independent auditing firm. This determination will include the indirect cost rate, the calculations of the indirect cost rate including the base and indirect costs pools and the associated dollar figures for both. Proposals that fail to document their indirect costs will have those costs disallowed.

**Project Narrative – Proposal Submission Format**

The proposal is a narrative description that should specifically address each of the review criteria (see Section V). The proposal text must be no longer than XX pages, no smaller than font size 11, and have 1-inch margins. The XX-page limit includes all text, figures, references, and resumes (Forms SF 424, SF 424A, SF 424B, SF LLL, the “Certification Regarding Lobbying,” and the statement of indirect charges are ***not*** counted as part of the XX page limit). Additionally, only information that is pertinent to the proposal should be included.

**Complete Application Package should include:**

* Completed SF 424 – Application for Financial Assistance
* Completed SF 424 A – Budget Information
* Completed SF 424 B – Assurances
* Completed SF LLL – Disclosure of Lobbying Activities
* Completed “Certification Regarding Lobbying” from grants.gov
* Project Narrative
* Indirect Cost Rate
1. **Submission From Successful Applicants**

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

1. Other budget information
2. Name and phone number of the Designated Responsible Employee for complying with national policies prohibiting discrimination (See 10 CFR 1040.5)
3. **Submission Dates and Times**

Applicants are held responsible for their proposals being submitted to the National Park Service. Applications must be received by **Day, Date, Time AM/PM Zone**.You are encouraged to submit your application well before the deadline. **APPLICATIONS RECEIVED AFTER THE DEADLINE WILL NOT BE REVIEWED OR CONSIDERED FOR AWARD.** If it is determined that a proposal will not be considered due to lateness, the applicant will be notified. **Application preparation time may take several weeks, so please start the application process as soon as possible.**

**WHERE TO SUBMIT**

**APPLICATIONS MUST BE SUBMITTED TO THE NATIONAL PARK SERVICE BY THE DUE DATE via grants.gov.**

Funding Opportunity Announcement – Provide FOA Number

1. **Intergovernmental Review**

This funding opportunity is **not** subject to Executive Order (EO) 12372 “Intergovernmental Review of Federal Programs.” Applicants subject to EO 122372 must contact their State’s Single Point of Contact (SPOC) to find out about and comply with the State’s process. The names and addresses of the SPOC’s are listed in the OMB’s home page at: http://www.whitehouse.gov/omb/grants\_spoc/

1. **Submission and Registration Requirements**

**STEP 1. Registration Process Requirements**

There are several one-time actions you **must** complete in order to submit an application with the Federal Government. Each applicant must register with the System of Award Management (SAM)**.** You are required to have a **DUNS number** (Dun and Bradstreet Data Universal Numbering System) in order to register with SAM. Use the Grants.gov Organization Registration Checklist to guide you through this process at:

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

Registration processes for SAM can be found at https://www.sam.gov

**STEP 2. Questions**

SECTION VIII of this announcement explains how to submit other questions to the Department of Interior, relative to the content and requirements of this announcement VIA E-MAIL TO email@nps.gov. Answers to all applicant questions will be posted as modifications to the Funding Opportunity Announcement weekly every Friday, by close of business, until the end date of the announcement.

1. **Award Documents**

This project will be funded, subject to the availability of funds, by issuance of a Task Agreement placed against the applicable CESU unit’s master cooperative agreement. The Task Agreement will identify the amount of funding provided by the NPS, provide a detailed Statement of Work (SOW) for the project, project plan, and project budget.

The Task Agreement will identify the amount of funding provided by the NPS, provide a detailed Statement of Work (SOW) for the project, project plan, and project budget. The project budget shall include detailed information on all cost categories, and must clearly identify all project costs. Unit costs shall be provided for all budget items including the cost of work to be provided by contractors. Cost categories can include but are not limited those costs items included on the SF424A and SF424C.

An agreement issued by the NPS and signed by the NPS Awarding Officer obligates NPS funds. Notification of a successful proposal does not constitute authority to incur costs. Costs incurred **prior** to receipt of a signed cooperative and subsequent task agreement **will not** be reimbursed. Once the cooperative agreement and subsequent task agreement for a successful proposal has been signed by the NPS Awarding Officer, the recipient may incur costs as specified in the approved budget submittal.

1. **Funding Restrictions**

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

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

Pre-award Costs:Pre-award costs will **not** be reimbursed for any awards concluded from this Funding Opportunity Announcement.

**SECTION V: APPLICATION REVIEW INFORMATION**

1. **REVIEW CRITERIA**

**NPS WILL EVALUATE AND CONSIDER ONLY THOSE APPLICATIONS THAT SEPARATELY ADDRESS EACH OF THE MERIT REVIEW CRITERION**. **Each applicant is required to provide a detailed narrative of the following criteria elements.** It is **HIGHLY** recommended that the Project Narrative have sections labeled as follows:

*Provide criteria on how responses will be evaluated. Be descriptive, and complete, as respondents will tailor their response to the reviewing criteria you provide. After the applications have been submitted, the merit reviewers for this FOA are obliged to evaluate the applications solely against the criteria mentioned in the FOA.*

|  |
| --- |
| **Criterion 1** |
| **Description** | **Weight XX%** |
| **Title** | Specific Details |
| **Title** | Specific Details |

|  |
| --- |
| **Criterion 2** |
| **Description** | **Weight XX%** |
| **Title** | Specific Details |
| **Title** | Specific Details |

|  |
| --- |
| **Criterion 3** |
| **Description** | **Weight XX%** |
| **Title** | Specific Details |
| **Title** | Specific Details |

|  |
| --- |
| **Criterion 4** |
| **Description** | **Weight XX%** |
| **Title** | Specific Details |
| **Title** | Specific Details |

1. **REVIEW AND SELECTION PROCESS**

NPS personnel will review all the proposals. All proposals for funding will be considered using the criteria outlined above. A summary of the review panel comments may be provided to the applicant if requested.

1. **Merit Review**

Each criteria element will be scored on a 0-10 point scale:

10: Superior (100 % of weighted average)

8: Good (80 % of weighted average)

6: Satisfactory (60 % of weighted average)

4: Marginal (40 % of weighted average)

2: Poor (20 % of weighted average)

0: Not Acceptable (No score)

The following numerical rating values may be assigned: 10, 8, 6, 4, 2, and 0. The scoring of each criterion must be based on the strengths and weaknesses of the application narrative. To assist in assigning an appropriate score, the following will be used as a guideline:

**Rating**  **Descriptive Statement**

10 Superior: Applicant fully addresses all aspects of the criterion, convincingly demonstrates that it will meet the Government's performance requirements, and demonstrates no weaknesses.

8 Good: Applicant fully addresses all aspects of the criterion, convincingly demonstrates a likelihood of meeting the Government's requirements, and demonstrates only a few minor weaknesses.

6 Satisfactory: Applicant addresses all aspects of the criterion and demonstrates the ability to meet the Government's performance requirements. The Application contains weaknesses and/or a number of minor weaknesses.

4 Marginal: Applicant addresses all aspects of the criterion and demonstrates the ability to meet the Government's performance requirements. The Application contains significant weaknesses and/or significant minor weaknesses.

2 Poor: A the likelihood of successfully meeting the Government's requirements. Significant weaknesses are demonstrated and clearly outweigh any strength presented.

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

1. **Selection**

The Selection Official may consider the merit review recommendation, program policy factors and the amount of funds available.

1. **Discussions and Award**

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

**SECTION VI: AWARD ADMINISTRATION INFORMATION**

1. **Award Notices**

After an applicant’s proposal is selected for award, a cooperative agreement will be sent for signature. Work cannot begin before the recipient receives a fully executed copy of the cooperative agreement and subsequent task agreements.

**Notice of Selection**

NPS will notify the applicant selected for award by date. This notice of selection is **not** an authorization to begin performance. (Pre-award expenses will not be reimbursed).

Organizations whose applications have not been selected will be advised as promptly as possible. This notice will explain why the application was not selected.

1. **Administrative and National Policy Requirements**
2. **Code of Federal Regulations (CFR)**

By accepting Federal financial assistance, your organization agrees to abide by the applicable federal regulations in the expenditure of federal funds and performance under this program.

[2 CFR Part 200](http://www.ecfr.gov/cgi-bin/text-idx?SID=21103f07d3eb02a34b1b24f1bb7d46f0&node=pt2.1.200&rgn=div5), “[Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](http://www.ecfr.gov/cgi-bin/text-idx?SID=63fa3a961cf535c2c8382c1da1d0f279&node=pt2.1.200&rgn=div5)”

1. **Standard Award Terms and Conditions**

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

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

Acceptance of a Federal Financial Assistance award from the Department of the Interior carries with it the responsibility to be aware of and comply with the terms and conditions of award. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means. Awards are based on the application submitted to, and as approved by and are subject to the terms and conditions incorporated either directly or by reference in the following:

* Program legislation\regulation.
* Special terms and conditions.
* Code of Federal Regulations/Regulatory Requirements, as applicable (Contact your program officer with any questions regarding the applicability of the following):

[2 CFR Part 175](http://www.ecfr.gov/cgi-bin/text-idx?SID=21103f07d3eb02a34b1b24f1bb7d46f0&node=pt2.1.175&rgn=div5), “Trafficking Victims Protection Act of 2000”

[2 CFR Part 1400](http://www.ecfr.gov/cgi-bin/text-idx?SID=b18b6cabc99085b1837f2864d0cbe536&node=pt2.1.1400&rgn=div5), “Nonprocurement Debarment and Suspension”

[2 CFR Part 1401](http://www.ecfr.gov/cgi-bin/text-idx?SID=21103f07d3eb02a34b1b24f1bb7d46f0&node=pt2.1.1401&rgn=div5), “Requirements For Drug-Free Workplace (Financial Assistance)”

[43 CFR Part 18](http://www.ecfr.gov/cgi-bin/text-idx?SID=b18b6cabc99085b1837f2864d0cbe536&node=pt43.1.18&rgn=div5), “New Restrictions on Lobbying”

[FAR Clause 52.203-12](http://www.acquisition.gov/far/html/52_200_206.html), Paragraphs (a) and (b), “Limitation on Payments to Influence Certain Federal Transactions.”

1. **Endorsements**

Recipient shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies governmental, Departmental, bureau, or government employee endorsement of a product, service, or position which the recipient represents. No release of information relating to this award mat state or imply that the Government approves of the recipient’s work products, or considers the recipient’s work product to be superior to other products.

All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer: “The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government.”

Recipients must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any bureau or employee (by name or title). The specific text, layout photographs, etc. of the proposed release must be submitted with the request for approval.

A recipient further agrees to include this provision in a sub-award to and sub-recipient, except for a sub-award to a State government, a local government, or to a federally recognized Indian tribal government.

1. **Special Terms and Conditions**
	1. Order of Precedence: Any inconsistency in the agreement shall be resolved by giving precedence in the following order: (a) Any national policy requirements and administrative management standards; (b) 2 CFR Part 200; (c) requirements of the applicable OMB Circulars and Treasury regulations; (d) special terms and conditions; and (e) all agreement sections, documents, exhibits, and attachments; (f) and the recipient’s project proposal.
	2. Modifications: The agreement may be modified by written agreement signed by both the recipient’s Authorized Representative and the NPS Awarding Officer. Administrative changes (i.e. Awarding Officer name change, etc.) which do not change the statement of work, agreement amount, etc. or otherwise affect the recipient may be signed unilaterally by the Awarding Officer. Additionally, a unilateral modification may be utilized if it should become necessary to impose remedies for non- compliance, suspend or terminate the agreement in accordance with 2 CFR 200, Sections 200.338 – 200.342.

All other changes shall be made by means of a bilateral modification to the agreement. No oral statement made by any person, or written statement by any person other than the NPS Awarding Officer shall be allowed in any manner or degree to modify or otherwise effect the terms of the agreement.

All requests for modification of the agreement shall be made in writing, provide a full description of the reason for the request and be sent to the attention of the NPS Awarding Officer. Any request for project extension shall be made at least 30 days prior to the expiration date of the agreement or the expiration date of any extension period that may have been previously granted. Any determination to extend the period of performance or to provide follow-on funding for continuation is solely at the discretion of the NPS.

1. **Payments**

All applicants must also be registered with and willing to process all payments through the Department of Treasury Automated Standard Application for Payments (ASAP) system. All recipients with active NPS financial assistance agreements must be enrolled in ASAP under the appropriate Agency Location Code(s) (ALC) and the Data Universal Number System (DUNS) Number prior to the award of funds. If a recipient has multiple DUNS numbers they must separately enroll within ASAP for each unique DUNS Number and/or Agency. Note that if your entity is currently enrolled in the ASAP system with an agency other than NPS, you must enroll specifically with NPS in order to process payments.

All applicants must be registered in the System for Awards Management (SAM) prior to award under this FOA. Instructions for registering for SAM are located at <www.sam.gov/portal/public/SAM>. All applicants must maintain an active SAM registration with current information at all times while they have an active Federal award or an application under consideration.

1. **Liability**

The recipient agrees:

* + - 1. Insurance. The recipient shall be required to (1) obtain liability insurance or (2) demonstrate present financial resources in an amount determined sufficient by the Government to cover claims brought by third parties for death, bodily injury, property damage, or other loss resulting from one or more identified activities carried out in connection with this financial assistance agreement.
			2. Insured. The federal government shall be named as an additional insured under the recipient's insurance policy.
			3. Indemnification. The recipient hereby agrees to indemnify the federal government, NPS or from any act or omission of the Recipient, its officers, employees, or (members, participants, agents, representatives, agents as appropriate), (1) against third party claims for damages arising from one or more identified activities carried out in connection with this financial assistance agreement and (2) for damage or loss to government property resulting from such an activity. This obligation shall survive the termination of this Agreement.
1. To purchase public and employee liability insurance at its own expense from a responsible company or companies with a minimum limitation of one million dollars ($1,000,000) per person for anyone claim, and an aggregate limitation of Three Million Dollars ($3,000,000) for any number of claims arising from any one incident. The policies shall name the United States as an additional insured, shall specify that the insured shall have no right of subrogation against the United States for payments of any premiums or deductibles due thereunder, and shall specify that the insurance shall be assumed by, be for the account of, and be at the insured's sole risk. Prior to beginning the work authorized herein, [Recipient Name] shall provide the NPS with confirmation of such insurance coverage.
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
3. To provide workers' compensation protection to <Recipient Name> officers, employees, and representatives.
4. To cooperate with NPS in the investigation and defense of any claims that may be filed with NPS arising out of the activities of the Recipient, its agents, and employees.
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 NPS to replace or repair the buildings or facilities. If NPS determines in writing, after consultation with the Recipient that damage to the buildings or portions thereof renders such buildings unsuitable for continued use by the Recipient, NPS shall assume sole control over such buildings or portions thereof If the buildings or facilities rendered unsuitable for use are essential for conducting operations authorized under this Agreement, then failure to substitute and assign other facilities acceptable to the Recipient will constitute termination of this Agreement by NPS.
	* + 1. Flow-down: For the purposes of this clause, "Recipient" includes such sub-recipients, contractors, or subcontractors as, in the judgment of the recipient and subject to the Government's determination of sufficiency, have sufficient resources and/or maintain adequate and appropriate insurance to achieve the purposes of this clause.
6. **Reporting**

**Financial Status Reports**

Report of expenditures is required as documentation of the financial status of awards according to the official accounting records of the recipient’s organization. The financial information will be reported by completing and submitting the Federal Financial Report (FFR), SF425. Reports may be required quarterly, semi-annually or annually. The reporting requirements will be determined by the Awarding Officer and defined in the individual Task Agreements.

Reports shall be submitted no more than 30 calendar days after the end of the reporting period. The final FFR is no more than 90 calendar days after the end date of the agreement. The recipient shall submit a completed original Federal Financial Report (FFR).

The FFR can be downloaded at: <http://www.whitehouse.gov/omb/grants/standard_forms/ffr.pdf>

The NPS Awarding Officer will review the report for patterns of cash expenditures and assess whether performance or financial management problems exist. Before submitting the FFR to the NPS Awarding Officer, recipients must ensure that the information submitted is accurate, complete, and consistent with the recipient’s accounting system. The recipient’s Authorized Certifying Official’s signature on the FFR certifies that the information in the FFR is correct and complete and that all outlays and obligations are for the purposes set forth in the agreement documents, and represents a claim to the Federal government. Filing a false claim may result in the imposition of civil or criminal penalties.

**Performance Reports**

Recipients shall submit an annual performance report to the NPS Awarding Officer and the Agreement Technical Representative at the end of each year of the agreement detailing project activity and participant profile information.

**Non-Compliance**

Failure to comply with the reporting requirements contained 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 the withholding of future awards.

**SECTION VII: AGENCY CONTACTS**

**Awarding Officer**

Name and Email Address

**SECTION VIII: QUESTIONS**

* + 1. **Questions**

Questions regarding the content of the announcement must be submitted by e-mail to:

Name, Title and Email

**SECTION IX: OTHER INFORMATION**

1. **Modification or Changes to the Announcement**

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

1. **Government Right to Reject or Negotiate**

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

1. **Evaluation and Administration by Non-Federal Personnel**

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

1. **Notice of Right to Conduct a Review of Financial Capability**

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

1. **Notice of Potential Disclosure Under Freedom of Information Act**

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

**Appendix A – Definitions**

**“Applicant**” means the legal entity or individual signing the Application. This entity or individual may be one organization or a single entity representing a group of organizations (such as a Consortium) that has chosen to submit a single Application in response to a Funding Opportunity Announcement.

**“Application”** means the documentation submitted in response to a Funding Opportunity Announcement.

**“Authorized Organization Representative (AOR)”** is the person with assigned privileges who is authorized to submit grant applications through Grants.gov on behalf of an organization. The privileges are assigned by the organization’s E-Business Point of Contact designated in SAM.

**“Award”** See “Federal Award.”

**“Awarding Officer"** means the NPS official authorized to execute Awards on behalf of NPS and who is responsible for the business management and non-program aspects of the Financial Assistance process.

**“Budget”** means the financial plan for the project or program that the Federal awarding agency or pass-through entity approves during the Federal award process or in subsequent amendments to the Federal award. It may include the Federal and non-Federal share or only the Federal share, as determined by the Federal awarding agency or pass-through entity.

**“Consortium (plural consortia)”** means the group of organizations or individuals that have chosen to submit a single Application in response to a Funding Opportunity Announcement.

**“Cooperative Agreement”** The legal instrument reflecting a relationship between the Federal Government and a State or local government or other recipient whenever (1) the principal purpose of the relationship is the transfer of money, property, services, or anything of value to the State or local government or other recipient to accomplish a public purpose of support or stimulation authorized by Federal statute, rather than acquisition, by purchase, lease, or barter, of property or services for the direct benefit or use of the Federal Government; and (2) substantial involvement is anticipated between the executive agency, acting for the Federal Government, and the State or local government or other recipient during performance of the contemplated activity. (31 U.S.C. § 6305)

A cooperative agreement may be entered into to accomplish various projects or tasks anticipated and initiated over a span of up to 5 years unless otherwise authorized by law. Such a cooperative agreement should establish the general scope of the agreement, as well as its essential elements and the estimated funding. Either a bilateral modification or a task agreement may then be issued to authorize specific project commencement and funding. A bilateral modification or a task agreement is not always required as a cooperative agreement may stand on its own without task agreements and can contain the specific scope of work and related funding.

**“Cost Sharing or Matching”** means the portion of project costs not paid by Federal funds. The percentage of Applicant Cost Share is to be applied to the Total Project Cost (i.e., the sum of Applicant plus NPS Cost Shares) rather than to the NPS contribution alone.

**“Data Universal Numbering System (DUNS) Number”** is a unique nine-character identification number issued by Dun and Bradstreet (D&B). Organizations must have a DUNS number prior to registering in SAM. Call 1-866-705-5711 to receive one free of charge.

**“Federal Award”** means the document that sets forth the terms and conditions of the Agreement.

**“Financial Assistance” (also “Federal Financial Assistance”)** means the legal instrument authorized, governed by FGCAA, where the principal purpose of the relationship is the transfer of money, property, services, or anything of value to the State or local government or other recipient to accomplish a public purpose of support or stimulation authorized by Federal statute, rather than acquisition, by purchase, lease, or barter, of property or services for the direct benefit or use of the Federal Government.

(a) For grants and cooperative agreements, Federal financial assistance means assistance that non-Federal entities receive or administer in the form of:

(1) Grants;

(2) Cooperative agreements;

(3) Non-cash contributions or donations of property (including donated surplus property);

(4) Direct appropriations;

(5) Food commodities; and

(6) Other financial assistance (except assistance listed in paragraph (b) of this section).

(b) For Audit Requirements Federal financial assistance also includes assistance that non-Federal entities receive or administer in the form of:

(1) Loans;

(2) Loan Guarantees;

(3) Interest subsidies; and

(4) Insurance.

(c) Federal financial assistance does not include amounts received as reimbursement for services rendered to individuals as described in 2 CFR, Part 200, Section §200.502 Basis for determining Federal awards expended.

An agency may provide financial assistance through various types of transactions including grants, cooperative agreements, loans, loan guarantees, interest subsidies, insurance, food commodities, direct appropriations, and transfers of property in place of money.

(FGCAA – PL 95-244, 31 U.SC. § 7501 and 505 DM 2)

For NPS, it does not include direct loans, loan guarantees, price guarantees, purchase agreements, Cooperative Research and Development Agreements (CRADAs), or any other type of financial incentive instrument.

**“Funding Opportunity Announcement (FOA)”** is a publicly available document by which a Federal agency makes known its intentions to award discretionary grants or cooperative agreements, usually as a result of competition for funds. Funding opportunity announcements may be known as program announcements, notices of funding availability, solicitations, or other names depending on the agency and type of program.

**“Grant Agreement”** means a legal instrument of financial assistance between a Federal awarding agency and a non-Federal entity that, consistent with 31 U.S.C. 6302, 6304:

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

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

(c) Does not include an agreement that provides only:

(1) Direct United States Government cash assistance to an individual;

(2) A subsidy;

(3) A loan;

(4) A loan guarantee; or

(5) Insurance.

Grant Agreements can be discretionary, which permits the NPS to have some latitude in recipient selection and funding amounts. A mandatory grant requires NPS to fund eligible recipients due to program regulations or specified by statute. Discretionary grants are required to be competitive unless a single source exception can be justified in accordance with DOI guidance; mandatory grants are generally not competed.

**“Grants.gov”** is the “storefront” web portal which allows organizations to electronically find and apply for competitive grant opportunities from all Federal grant-making agencies. Grants.gov is THE single access point for over 900 grant programs offered by the 26 Federal grant-making agencies. <http://www.grants.gov>

**“Key Personnel”** mean the individuals who will have significant roles in planning and implementing the proposed Project on the part of the Applicant and Participants.

**“Modification”** means a revision to a Funding Opportunity Announcement.

**“Participant”** for purposes of this Funding Opportunity Announcement only, means any entity, except the Applicant substantially involved in a Consortium, or other business arrangement (including all parties to the Application at any tier), responding to the Funding Opportunity Announcement.

**“Project”** means the set of activities described in an Application, State plan, or other document that is approved by NPS for Financial Assistance (whether such Financial Assistance represents all or only a portion of the support necessary to carry out those activities).

**“Proposal”** is the term used for the documentation submitted in response to a Funding Opportunity Announcement. Also see Application.

**“Recipient”** means a non-Federal entity that receives a Federal award directly from NPS to carry out an activity under a Federal program. The term recipient does not include sub-recipients. Recipient includes organization, individual, or other entity that receives a Financial Assistance Award from NPS, and is financially accountable for the use of any NPS funds or property provided for the performance of the Project, and is legally responsible for carrying out the terms and condition of the award.

**“Selection”** means the determination by the NPS Selection Official that negotiations take place or certain Projects with the intent of awarding a Financial Assistance instrument.

**“Selection Official”** means the NPS official designated to select Applications for negotiation toward Award under a subject Funding Opportunity Announcement.

**“Substantial Involvement”** means significant involvement on the part of the Government. NPS's involvement may include shared responsibility for the performance of the Project; providing technical assistance or guidance which the Applicant is to follow; and the right to intervene in the conduct or performance of the Project. Such involvement will be negotiated with each Applicant prior to signing any agreement.

**“System for Award Management (SAM)”** is the primary database which collects, validates, stores and disseminates data in support of agency missions. Funding Opportunity Announcements, which require application submission through Grants.gov, require that the organization first be registered in SAM at <http://www.sam.gov>.

**“Total Project Cost”** means all the funds to complete the effort proposed by the Applicant, including NPS funds plus all other funds that will be committed by the Applicant as Cost Sharing.

**Appendix B – Personally Identifiable Information**

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

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

1. **Public PII:** PII found in public sources such as telephone books, public websites, business cards, university listing, etc. Public PII includes first and last name, address, work telephone number, email address, home telephone number, and general education credentials.
2. **Protected PII:** PII that requires enhanced protection. This information includes data that if compromised could cause harm to an individual such as identity theft.

Listed below are examples of Protected PII that Applicants must not include in the files listed above to be evaluated by the Merit Review Committee.

• Social Security Numbers in any form

• Place of Birth associated with an individual

• Date of Birth associated with an individual

• Mother’s maiden name associated with an individual

• Biometric record associated with an individual

• Fingerprint

• Iris scan

• DNA

• Medical history information associated with an individual

• Medical conditions, including history of disease

• Metric information, e.g. weight, height, blood pressure

• Criminal history associated with an individual

* Employment history and other employment information associated with an individual.

• Ratings

• Disciplinary actions

• Performance elements, standards, or work expectations are PII when they are so intertwined with performance appraisals that their disclosure would reveal an individual’s performance appraisal

• Financial information associated with an individual

• Credit card numbers

• Bank account numbers

• Security clearance history or related information (not including actual clearances held)

Listed below are examples of Public PII that Applicants may include in the files listed above to be evaluated by the Merit Review Committee:

• Phone numbers (work, home, cell)

• Street addresses (work and personal)

• Email addresses (work and personal)

• Digital pictures

• Birthday cards

• Birthday emails

• Medical information pertaining to work status (i.e. individual A is out sick today)

• Medical information included in a health or safety report

• Employment information that is not PII even when associated with a name

• Resumes, unless they include a Social Security Number

• Present and past position titles and occupational series

• Present and past grades

• Present and past annual salary rates (including performance awards or bonuses, incentive awards, merit pay amount, Meritorious or Distinguished Executive Ranks, and allowances and differentials)

• Present and past duty stations and organization of assignment (includes room and phone numbers, organization designations, work email address, or other identifying information regarding buildings, room numbers, or places of employment)

• Position descriptions, identification of job elements, and those performance standards (but not actual performance appraisals) that the release of which would not interfere with law enforcement programs or severely inhibit agency effectiveness

• Security clearances held

• Written biographies (e.g. to be used in a program describing a speaker)

• Academic credentials

• Schools attended

• Major or area of study

• Personal information stored by individuals about themselves on their assigned workstation or laptop unless it contains a Social Security Number

**Appendix C – Application Package**

**Forms SF 424, SF 424A, SF 424B, SF LLL, and the “Certificate Regarding Lobbying” from grants.gov**