



CESWF

Grant or Cooperative Agreement Award

1. INSTRUMENT TYPE: Cooperative Agreement		2. AUTHORITY: <input type="checkbox"/> 10 U.S.C. 2358 <input type="checkbox"/> 10 U.S.C. 2701 <input type="checkbox"/> 10 U.S.C. 2684a <input type="checkbox"/> 16 U.S.C. 670c-1 <input checked="" type="checkbox"/> 33 U.S.C. 2339(a)		3a. ISSUED BY: U.S. Corps of Engineers 2000 Fort Point Road Galveston, TX 77550										
4. AGREEMENT PIIN <i>(Proc. Inst. Ident. NO):</i>		5a. AMEND NO: WO#0005		6. PURCHASE REQUEST (PR&C): W45XMA62586530										
4b. Master Agreement: W9126G-16-2-0004		5b. Amend Type: Bilateral		3b. ISSUING OFFICE DODAAC: W9126G										
7. PROGRAM/PROJECT TITLE Conservation/Recreation Interns to Provide GIS, Outreach and Trail Maintenance in Willamette Valley.				3b. CFDA: 12.010										
8a. ISSUED TO (RECIPIENT'S) ADDRESS: The Student Conservation Association, Inc. 4245 North Fairfax Drive, Suite 825 Arlington, Virginia 22203-1606 POC: Ms. Aimee Dobrzeniecki Email: adobrzeniecki@thesca.org Phone: (703)524-2441			9. RECIPIENT TYPE (CHOOSE ONE BY CHECKING THE APPROPRIATE BOX): <input type="checkbox"/> State Gov't <input type="checkbox"/> Local Gov't <input type="checkbox"/> Institute of Higher Education <input type="checkbox"/> Hospital <input type="checkbox"/> Other Nonprofit Organization <input type="checkbox"/> For Profit (Large Business) <input type="checkbox"/> For Profit (Sm Business) <input type="checkbox"/> County Gov't <input type="checkbox"/> Municipal Gov't <input type="checkbox"/> Private Higher ED Institution <input type="checkbox"/> Small Business <input checked="" type="checkbox"/> Other (Specify) Nonprofit with 501C3 IRS Status (Other than Institution of Higher Education)											
8b. RECIPIENT'S CAGE CODE: 09EU9														
8c. RECIPIENT'S DUNS NUMBER: 040245227														
8d. RECIPIENT'S TAX IDENTIFICATION No.: 91-0880684														
10. PERIOD OF PERFORMANCE <i>(Approximately)</i> FROM: 30 SEP 2016 TO: 30 OCT 2017														
11. AWARD HISTORY: <table border="1"><tr><td>PREVIOUS</td><td>\$</td><td>0.00</td></tr><tr><td>THIS ACTION</td><td>\$</td><td>76,000.89</td></tr><tr><td colspan="2">TOTAL</td><td>\$76,000.89</td></tr></table> <p>Conservation/Recreation Interns to Provide GIS, Outreach and Trail Maintenance in Willamette Valley Award. Period of Performance for this Task Order is from 30 Sep 16 to 30 Oct 17 with the internships being from 31 Oct 16 to 30 Oct 17.</p>						PREVIOUS	\$	0.00	THIS ACTION	\$	76,000.89	TOTAL		\$76,000.89
PREVIOUS	\$	0.00												
THIS ACTION	\$	76,000.89												
TOTAL		\$76,000.89												
12. ACCOUNTING AND APPROPRIATIONS DATA: See Page 18 of 29.														
13. APPLICABLE ENCLOSURES(S), IF CHECKED: <input checked="" type="checkbox"/> TERMS and CONDITIONS <input type="checkbox"/> REQUIRED PUBLICATIONS/REPORTS <input type="checkbox"/> PROVISIONS <input checked="" type="checkbox"/> OTHER: Statement of Objectives														
14. IMPORTANT: Recipient <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.														
15. FOR THE RECIPIENT (IF APPLICABLE) 15a. NAME AND TITLE OF RECIPIENT AUTHORIZED TO SIGN:			16. FOR THE UNITED STATES OF AMERICA 16a. GRANTS OFFICER (Type or Print): Traci D. Robicheaux, Grants Officer											
E-Signed : 09/26/2016 04:55 PM CDT Aimee Dobrzeniecki adobrzeniecki@thesca.org IP: 173.9.90.177 Sertifi Electronic Signature DocID: 20160926140841450			16b. _____ DATE: _____ <i>(Signature of Award Grants Officer)</i>											

CESWF FORM

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001			Job		\$0.00

Funded Amt:

Conservation/Recreation Interns to

NAICS CD: 541620

Provide GIS, Outreach, and Trail Maintenance for the Willamette Valley Project. The Period of Performance is from 30 Sep 16 to 30 Oct 17 with the Internships being from 31 Oct 16 to 30 Oct 17 and hiring/preparations between 9/30/16 and 10/31/16. This Cooperative Agreement provides for student conservation services for training and education services relating to natural resources conservation and outdoor recreation management at over 400 US Army Corps of Engineers lake and river projects and other sites nationwide to include all fifty states in the United States.

, FSC CD: R499

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA		1	Job	\$20,000.00	\$20,000.00

Funded Amt:

\$20,000.00

ENV2000-GPR ENV SCA SWF MIPR [397813]

NAICS CD: 541620

, FSC CD: R499

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB		1	Job	\$17,087.68	\$17,087.68
				Funded Amt:	\$17,087.68

ENV2000-DEX ENV SCA SWF MIPR [397812]

NAICS CD: 541620

, FSC CD: R499

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC		1	Job	\$5,000.00	\$5,000.00
				Funded Amt:	\$5,000.00

REC1050-DOR REC SCA SWF MIPR [397818]

NAICS CD: 541620

, FSC CD: R499

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD		1	Job	\$5,000.00	\$5,000.00
				Funded Amt:	\$5,000.00

REC1030-GPR REC SCA SWF MIPR [397813]

NAICS CD: 541620

, FSC CD: R499

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AE		1	Job	\$3,000.00	\$3,000.00
				Funded Amt:	\$3,000.00

ENV1060-DET ENV SCA SWF MIPR [397805]

NAICS CD: 541620

, FSC CD: R499

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AF		1	Job	\$3,000.00	\$3,000.00
				Funded Amt:	\$3,000.00

ENV1040-BLR ENV SCA SWF MIPR [397815]

NAICS CD: 541620

, FSC CD: R499

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AG		1	Job	\$6,000.00	\$6,000.00
				Funded Amt:	\$6,000.00

W1030-CTG WILD SCA SWF MIPR [397816]

NAICS CD: 541620

, FSC CD: R499

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AH		1	Job	\$4,000.00	\$4,000.00
				Funded Amt:	\$4,000.00

W1020-GPR WILD SCA SWF MIPR [397813]

NAICS CD: 541620

, FSC CD: R499

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AJ		1	Job	\$4,500.00	\$4,500.00
				Funded Amt:	\$4,500.00

FLD2010-FRN FLD SCA SWF MIPR [397820]

NAICS CD: 541620

, FSC CD: R499

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AK		1	Job	\$2,000.00	\$2,000.00
				Funded Amt:	\$2,000.00

HY2080-LOP HY SCA SWF MIPR [397808]

NAICS CD: 541620

, FSC CD: R499

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AL		1	Job	\$2,913.21	\$2,913.21
				Funded Amt:	\$2,913.21

HY2040-HCR HY SCA SWF MIPR [397814]

NAICS CD: 541620

, FSC CD: R499

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AM		1	Job	\$2,000.00	\$2,000.00
				Funded Amt:	\$2,000.00

HY2030-FOS HY SCA SWF MIPR [397811]

NAICS CD: 541620

, FSC CD: R499

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AN		1	Job	\$1,500.00	\$1,500.00
				Funded Amt:	\$1,500.00

JT2020-FOS JT SCA SWF MIPR [397811]

NAICS CD: 541620

, FSC CD: R499

GO STATEMENT

"Only a Grants Officer has the authority to issue modifications or otherwise change the terms and conditions of this Cooperative Agreement. If an individual other than the Grants Officer attempts to make changes to the terms and conditions of this Cooperative Agreement you shall not proceed with the change and shall immediately notify the Grants Officer."

Section C - Descriptions and Specifications

SOO

**Statement of Objectives
for
Conservation/Recreation Interns to Provide GIS, Outreach and Trail Maintenance**

Master Cooperative Agreement No.: W9126G-16-2-0004
between USACE and the **Student Conservation Association, Inc.**

Work Order RFP No. W9126G-16-2-0004-0005

1.0 PURPOSE

1.1 The U.S. Army Corps of Engineers (USACE) is the leading federal provider of outdoor recreation and attracts over 335 million visitors annually to our lake and river projects in 43 states. The Willamette Valley Project is a major water resource project responsible for operating 13 dams, and managing natural resources and recreation on nearly 30,000 acres in the lakes and surrounding lands. The purpose of providing interns at the USACE Project is to perform GIS mapping and data analysis support for Environmental Stewardship and Recreation programs, conduct environmental education and outreach, and direct volunteer crews performing trail maintenance. This Work Order is in accordance with 2.2.5.3 Conservation/Recreation Interns.

1.2 Participating Lakes and Period of Performance

Two Interns will be working at the Willamette Valley Project, one at Fern Ridge Reservoir and the other at Cottage Grove Reservoir. The period of performance will be 52 weeks.

2.0 AUTHORITY

2.1 In agreement with the above stated goals, the recipient/cooperator agrees to provide the necessary personnel, equipment, and materials required to implement, in part, the USACE's responsibilities pursuant to Section 213(a) of the Water Resources Development Act of 2000, further amended by Section 1047(e) and located at 33 U.S.C. 2339 (a).

3.0 DESCRIPTION OF OBJECTIVES

3.1 Task 1: GIS Support

GIS tasks include performing data acquisition, data management, natural resource GIS mapping, and field GPS data collection. Data analysis for projects are related to threatened and endangered plants and wildlife, invasive plants, habitat restoration,

easements and land ownership, hydrology, boundary and encroachment. Additional tasks include field support of other natural resource programs: botany, wildlife biology, and cultural resources monitoring, boundary surveys and park operations.

3.2 Task 2: Outreach and Environmental Educations

Outreach tasks include updating brochures, presentations and the recreation website, writing text for articles and designing interpretive panels focused on wildlife, natural resources, habitat restoration, fish passage, flood risk management and hydropower. Planning and developing materials for youth environmental education, and assisting with dam tours, water safety programs, Junior Ranger programs, and outreach events in the local community.

3.3 Task 3: Trail Maintenance

Trail tasks include collecting GPS data on existing mulit-use trail system and associated recreational assets, creating trail maps and list of needed trail repairs, performing routine trail clearing, organizing and directing volunteer crews for trail construction and maintenance. Additional Outreach/Trail intern tasks include field support of other natural resource programs: recreation, botany, and wildlife biology and park operations.

3.4 Travel and Housing

SCA will provide lodging arrangements, and USACE will coordinate with SCA since Government furnished on-site lodging is not available. SCA will provide transportation support including round-trip transportation to safely transport participants to USACE sites at the beginning and end of their assignments; commuting allowance since distance from housing to duty station is more than 10 miles each way; and weekly subsistence for the participants during their tour of duty.

3.5 Training

USACE will provide training on GIS data collection and use of related software and equipment, defensive driving, and First Aid, CPR, and AED training, if interns do not already possess certification.

3.6 Uniforms

SCA will provide uniform shirts for each participant, along with SCA patches, nametags or other appropriate identification.

3.7 Funding

This work order is not to exceed \$80,000

4.0 QUALIFICATIONS

4.1 Minimum Qualifications GIS Intern:

- a. Working knowledge of Geographic Information System (GIS) practice and principals in a planning or natural resource management context.
 - b. Familiar with Global Positioning System (GPS) units.
 - c. Familiar with software products such as word processing, spreadsheet, presentation, relational databases and geospatial mapping.
 - d. Must possess and maintain valid driver's license
 - e. Possess good verbal and written communications skills.
 - f. Physical ability to navigate developed and dispersed recreational sites and other natural areas, lift and carry a 20 lb. object (position may require extended periods in the outdoors during adverse conditions such as heat, cold or rain.)
 - g. Ability to work as part of a team and take direction from USACE staff.
- 4.2 Desired Experience (Not Mandatory) GIS Intern:
- a. Coursework, class exercises or degree in GIS, especially in natural resources context.
 - b. Previous paid or volunteer experience in collecting GIS or GPS data.
 - c. Previous natural/environmental sciences or outdoor recreation experience as employee or volunteer.
- 4.3 Minimum Qualifications Outreach/Trail Intern:
- a. Knowledge and experience in interpretive programming
 - b. Working knowledge of trail design, construction and maintenance
 - c. Familiar with software products such as word processing, spreadsheet, and presentation and design.
 - d. Must possess and maintain valid driver's license.
 - e. Possess good verbal and written communications skills.
 - f. Must wear required attire by SCA while on duty.
 - g. Physical ability to navigate developed and dispersed recreational sites and other natural areas, lift and carry a 50 lb. object (position may require extended periods in the outdoors during adverse conditions such as heat, cold or rain.)
 - h. Ability to work as part of a team and take direction from USACE staff.
- 4.4 Desired Experience (Not Mandatory) Outreach/Trail Intern:
- a. Coursework, class exercises or degree in resource management or communications, especially in natural resources context.
 - b. Customer service or work with public, especially children and young adults.
 - c. Chainsaw operation
 - d. Landscaping/yard work experience
 - e. Basic hand tool skills.
 - f. First Aid, CPR, AED training
 - g. Previous natural/environmental sciences, environmental education/outreach, or outdoor recreation experience as employee or volunteer.

5.0 GOVERNMENT FURNISHED MATERIALS OR PROPERTY

5.1 Facility and Office Equipment

During the period of performance, all Government furnished office space, telephone, internet, drafting, printing, photocopying and photography equipment will be supplied by each Project and will remain the property of the Government. When a vehicle is required to perform official work duties, Army transportation, including fuel, will be provided in performing management activities and fieldwork on the installation, at no cost.

Government furnished materials or property is governed by 2 C.F.R. Part 200.312 which states that a) Title to federally owned property remains vested in the Federal Government. The non-federal entity must submit annually an inventory listing of federally-owned property in its custody to the Federal awarding agency. Upon completion of the Federal award or when the property is no longer needed, the non-Federal entity must return the property to the Federal awarding agency for further Federal agency utilization.

5.2 Facility: Work space may be provided by the Government at each location as requested.

5.3 Equipment:

Government will provide vehicle for on-site transportation providing student has completed defensive driving training that will be provided by the Government. The vehicle will be checked out at the start of the work day and will be returned to the Government facility at the end of the work day, in accordance with the facility's procedures.

Government will furnish all necessary tools, equipment and safety equipment for this work statement.

Government if available can allow the use of government property for this work order.

Government furnished materials or property is governed by 2 C.F.R. Part 200.312 which states that a) Title to federally-owned property remains vested in the Federal government. The non-Federal entity must submit annually an inventory listing of federally-owned property in its custody to the Federal awarding agency. Upon completion of the Federal award or when the property is no longer needed, the non-Federal entity must return the property to the Federal awarding agency for further Federal agency utilization.

6.0 PERIOD OF PERFORMANCE

6.1 52 weeks

7.0 COORDINATION

Wendy Jones
USACE Portland District, Willamette Valley Project
Fern Ridge Project Office
26275 Clear Lake Rd
Junction City, OR 97448
Tel: 541-688-8147 x1020
E-mail: gwendolyn.a.jones@usace.army.mil

Jennifer Linde
USACE, Fort Worth District, Operations, 819 Taylor St. Fort Worth, TX 76102
ATTN: CESWF-OD-TN
Tel: 817-886-1578
E-mail: Jennifer.B.Linde@usace.army.mil

Kathleen E. Gately
USACE, Fort Worth District, Operations, 819 Taylor St. Fort Worth, TX 76102
ATTN: CESWF-OD
Tel: 817-886-1590
E-mail: Kathleen.E.Gately@usace.army.mil

Recipient Representatives.
The Student Conservation Association, Inc. (SCA)

Diana Lischer-Goodband
Public Grants Specialist
4245 North Fairfax Drive,
Suite 825
Arlington, VA 22203-1606
Tel: 603-543-1700 Ext. 1179
E-mail: dlischer@thesca.org

Aimee Dobrzeniecki
CFO
4245 North Fairfax Drive,
Suite 825
Arlington, VA 22203-1606
Tel: 703-524-2441
E-mail: adobrzeniecki@thesca.org

8.0 DELIVERABLES

8.1 Progress Reports - One (1) typed letter report describing progress on the project. The report shall be due as of the last day of the sixth month (biannual) and may be transmitted via electronic mail, facsimile, or regular mail no later than the 10th calendar day following the end of the reporting period. Invoices for partial payment shall be submitted to coincide with receipt of the monthly progress reports. No partial payment will be approved unless the government has received all progress reports which are due.

8.2 Annual Inventory – Federally owned property - an annual inventory listing Federal property (to include description of the property, a serial number or other identification number) that is in the custody of the recipient; Copies to be sent to USACE – SWF and the project

8.3 SCA is required to submit a “Federal Financial Report” (SF-425) on an annual basis. Reports are due no later than 90 calendar days following the end of each reporting period. A final SF-425 shall be submitted within 90 calendar days after the expiration date of the award

8.4 Annual Report (if the project is longer than one year). One (1) paper copy of an annual report should be submitted no later than one month before end of each year. At a minimum, the report must contain an introduction section, and one section for each Task identified in your proposal. For each Task, the report must summarize work accomplished for the Task.

8.5 Final Project Report. One (1) paper copy of a final report should be submitted no later than one month before end of the project. At a minimum, the report is required to contain an introduction section, and one section for each Task identified in your proposal. For each Task, the report is required to summarize work accomplished for the Task. Additionally, one (1) copy of the final report should be submitted in an MS Word file(s), on digital media.

8.6 Reporting Requirements. The following forms shall be utilized to meet reporting requirements:

- SF-428 Tangible Personal Property Report
- SF-428 A – Annual Report (reporting Federally-owned property)
- SF-428 B – Final Report
- SF-428 C – Disposition Request
- RPSR – Real Property Status Report
- RPSP Attachment A – General Reporting

RPSR Attachment B – Request to Acquire, Improve or Furnish
RPSR Attachment C – Disposition Request

- 9.0 Any resulting cooperative agreement is subject to and recipient/cooperator shall comply with 2 CFR 200.313 “Equipment”, 200.314 “Supplies”, and 200.315 “Intangible Property” which includes use of research data.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0001AA	N/A	N/A	N/A	Government
0001AB	N/A	N/A	N/A	Government
0001AC	N/A	N/A	N/A	Government
0001AD	N/A	N/A	N/A	Government
0001AE	N/A	N/A	N/A	Government
0001AF	N/A	N/A	N/A	Government
0001AG	N/A	N/A	N/A	Government
0001AH	N/A	N/A	N/A	Government
0001AJ	N/A	N/A	N/A	Government
0001AK	N/A	N/A	N/A	Government
0001AL	N/A	N/A	N/A	Government
0001AM	N/A	N/A	N/A	Government
0001AN	N/A	N/A	N/A	Government

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 30-SEP-2016 TO 30-OCT-2017	N/A	OPERATIONS DIVISION JENNIFER LINDE USAED CESWF-OD 819 TAYLOR ST, RM 4J14 FORT WORTH TX 76102-0300 817 886 1578 FOB: Destination	W9126G
0001AA	N/A	N/A	N/A	N/A
0001AB	N/A	N/A	N/A	N/A
0001AC	N/A	N/A	N/A	N/A
0001AD	N/A	N/A	N/A	N/A
0001AE	N/A	N/A	N/A	N/A
0001AF	N/A	N/A	N/A	N/A
0001AG	N/A	N/A	N/A	N/A
0001AH	N/A	N/A	N/A	N/A
0001AJ	N/A	N/A	N/A	N/A
0001AK	N/A	N/A	N/A	N/A
0001AL	N/A	N/A	N/A	N/A
0001AM	N/A	N/A	N/A	N/A
0001AN	N/A	N/A	N/A	N/A

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 096 NA X 2016 3123 000 0000 CCS: 999 M2 2016 08 2455 099993 96412 2540 2HD103
AMOUNT: \$20,000.00
CIN W45XMA625856300001: \$20,000.00

AB: 096 NA X 2016 3123 000 0000 CCS: 999 M2 2016 08 2455 099993 96412 2540 209DF4
AMOUNT: \$17,087.68
CIN W45XMA625856300002: \$17,087.68

AC: 096 NA X 2016 3123 000 0000 CCS: 999 M2 2016 08 2455 099993 96412 2540 23L3HL
AMOUNT: \$5,000.00
CIN W45XMA625856300003: \$5,000.00

AD: 096 NA X 2016 3123 000 0000 CCS: 999 M2 2016 08 2455 099993 96412 2540 2FJ1F4
AMOUNT: \$5,000.00
CIN W45XMA625856300004: \$5,000.00

AE: 096 NA X 2016 3123 000 0000 CCS: 999 M2 2016 08 2455 099993 96412 2540 27H636
AMOUNT: \$3,000.00
CIN W45XMA625856300005: \$3,000.00

AF: 096 NA X 2016 3123 000 0000 CCS: 999 M2 2016 08 2455 099993 96412 2540 229D2H
AMOUNT: \$3,000.00
CIN W45XMA625856300006: \$3,000.00

AG: 096 NA X 2016 3123 000 0000 CCS: 999 M2 2016 08 2455 099993 96412 2540 27BL0F
AMOUNT: \$6,000.00
CIN W45XMA625856300007: \$6,000.00

AH: 096 NA X 2016 3123 000 0000 CCS: 999 M2 2016 08 2455 099993 96412 2540 246KH9
AMOUNT: \$4,000.00
CIN W45XMA625856300008: \$4,000.00

AJ: 096 NA X 2016 3123 000 0000 CCS: 999 M2 2016 08 2455 099993 96412 2540 2B42C2
AMOUNT: \$4,500.00
CIN W45XMA625856300009: \$4,500.00

AK: 096 NA X 2016 3123 000 0000 CCS: 999 M2 2016 08 2455 099993 96412 2540 2H355H
AMOUNT: \$2,000.00
CIN W45XMA625856300010: \$2,000.00

AL: 096 NA X 2016 3123 000 0000 CCS: 999 M2 2016 08 2455 099993 96412 2540 25D4B8
AMOUNT: \$2,913.21
CIN W45XMA625856300011: \$2,913.21

AM: 096 NA X 2016 3123 000 0000 CCS: 999 M2 2016 08 2455 099993 96412 2540 27519D
AMOUNT: \$2,000.00
CIN W45XMA625856300012: \$2,000.00

AN: 096 NA X 2016 3123 000 0000 CCS: 999 M2 2016 08 2455 099993 96412 2540 21D37B
AMOUNT: \$1,500.00
CIN W45XMA625856300013: \$1,500.00

Section L - Instructions, Conditions and Notices to Bidders

TERMS AND CONDITIONS

**Terms and Conditions
for COOPERATIVE AGREEMENT
with Colleges, Universities or Other Non-profit Organizations**

AUTHORITY

The Department of Defense (hereinafter called DoD) manages nearly 30 million acres of land, and the natural and cultural resources found there, and for this agreement includes the Office of the Secretary of Defense, the Military Services, the Defense Logistics Agency, the National Guard Bureaus, and the Military Reserve Components. DoD's primary mission is national defense. DoD's conservation program supports this mission by ensuring realistic training areas, and managing its resources in ways that maximize available land, air, and water training opportunities. DoD environmental stewardship activities are authorized under the Sikes Act, as amended. In accordance with 16 U.S.C. § 670 (c)(1), 10 U.S.C. § 2358, 10 U.S.C. § 2694, 10 U.S.C. § 2684, and Pub. L. 103-139 (FY 94 NDAA, page 107 Stat. 1422). DoD is authorized to enter into cooperative agreements with States, nonprofit organizations, academic institutions, and other partners to support research, technical assistance, and educational services consistent with the mission of the DoD and the CESU Network.

The Secretary of the Army is authorized by 10 U.S.C. § 2358 and 2371 to perform research and development using grants, cooperative agreements, and transactions (other than contracts, cooperative agreements, and grants) ("other transactions"). By Delegation of Authority dated October 10, 2008, the Secretary of the Army delegated this authority to the Assistant Secretary of the Army (Acquisition, Logistics and Technology). By Delegation of Authority dated November 13, 2013, Assistant Secretary of the Army (Acquisition, Logistics and Technology), re-delegates this authority to the USACE PARC, subject to the conditions and limitations set forth below:

- (i) the authority to perform research and development using grants and cooperative agreements under Title 10 U.S.C § 2358, and
- (ii) the authority to enter into transactions (other than contracts, cooperative agreements and grants), under 10 U.S.C § 2371.
- (iii) the authority to enter into cooperative agreements with nongovernmental organizations to maintain & improve natural resources on, or to benefit natural and historic research on, Department of Defense installations, under 16 U.S.C § 670c-1.

Administrative Information and Order of Precedence

This agreement will be administered using the provisions as outlined in *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* 2 CFR part 200 and

the *Department of Defense Grants and Agreements Regulations* (DoDGARs) (DoD 3210.6-R) as of the effective date of this award.

In the event of a conflict between the terms of this agreement and other governing documents, the conflict shall be resolved by giving precedence in descending order as follows:

1. 2 CFR part 200;
2. The DoDGARs;
3. The Award;
4. The articles contained in the agreement.

MODIFICATIONS TO THIS AGREEMENT:

Modifications to this agreement may be proposed by either party. The recipient shall submit requests to change the agreement to the Program Manager with a copy to the Grants Officer at least 30 calendar days before the desired effective date. Only the Grants Officer has the authority to act on behalf of the Government to modify this agreement.

Bilateral Modifications: Bilateral modifications may be issued by the Grants Officer for any changes to the Scope of Work, any decrease in funds or increase in funds due to a change in the Scope of Work, and any termination or cancellation of the agreement. Bilateral modifications require the signatures of an authorized representative of the Recipient and the Grants Officer.

Unilateral Modifications: The Government may implement administrative changes to this agreement as a unilateral modification. For the purposes of this agreement, administrative changes include a change in paying office, change in appropriation data, change in phone number of POC, changes in the Grants Officer, points of contact specified for the Federal Government or recipient, changes in address or phone numbers or email addresses, and corrections of obvious typographical or calculation errors. The grants officer may also make unilateral changes to exercise pre-negotiated options which do not change the cost or scope of work previously accepted. Unilateral modifications require the signature of the Grants Officer only.

PERIOD OF PERFORMANCE:

The period of performance for this agreement shall is specified in writing on the front page to each agreement and as noted in section F (Deliveries or Performance) of the agreement or unless modified in accordance with section § 200.308 of this document.

OPTIONS: If the agreement contains option (s) the following applies.

The government reserves the right to exercise pre-negotiated and accepted Option(s) unilaterally.

OFFICIALS NOT TO BENEFIT:

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this agreement, or to any benefit arising from it, in accordance with 41 U.S.C. 22.

SEE- 2 CFR 200.101 (b) Sub-awards

Unless specifically excluded, these provisions shall apply to sub-recipients performing work under awards.

SEE-2 CFR 200 Subpart D Standards for Financial Management Systems

Recipients' financial management systems shall comply with the standards identified in 2 CFR 200.300 - .305

SEE-2 CFR 200.305 Payment

Electronic Commerce (EC) and Electronic Funds Transfers (EFT) are the preferred methods to process payment requests and related actions.

Reimbursement Payments (Normal Method of Payment): The recipient may submit requests for reimbursement quarterly within 30 calendar days of the January 1, April 1, July 1, and September 30 reporting periods. Requests for reimbursement will be submitted on SF-270, "Request for Advance or Reimbursement." It shall be submitted to the Program Manager, USACE Fort Worth District. Payment will be made by EFT. Please insure an email address is provided in the "Printed Name and Title" block to insure a method of prompt communication should the need arise. Request for reimbursement should be sent via email to swf-cesu-invoice@usace.army.mil

Advanced Payments (Must be agreed to before agreement award):

Payment will be made in advance of performance based upon a spending profile that was negotiated and stated in the Award. Submissions of invoices, SF 270s, Request for Advance or Reimbursement are not required. The U.S Government may unilaterally adjust the schedule of payments - or take other actions permitted by § 200.305 if the recipient's balance of cash on hand becomes excessive as determined by U.S. Government monitoring of the Federal Financial Report (SF 425).

Advances shall be deposited and maintained in interest bearing accounts, unless the conditions of § 200.305 (8) apply. Interest earned from advances shall be remitted annually to:

Department of Health and Human Services (HHS)

Payment Management System

Through an electronic medium using either Automated Clearing House (ACH) network or a Fedwire Funds Service payment:

For ACH returns

Routing number: 051036706

Account number: 303000

Bank Name and Location: Credit Gateway – ACH Receiver St. Paul, MN

For Fedwire Returns

Routing Number: 021030004

Account number: 75010501

Bank Name and Location: Federal Reserve Bank Treas NYC/Funds Transfer Division
New York, NY

SEE-2 CFR 200.307

Program Income

Recipients are required to account for program income related to projects financed in whole or in part with Federal funds. Program income earned during the project period will be retained by the recipient and shall be added to the funds committed by the sponsoring DoD component and used to further eligible program objectives.

SEE-2 CFR 200.308

Revision of Budget/Program Plans

Recipients are required to report deviations from budget and program plans and request prior approvals for budget and program plan revisions in a timely manner for the following:

For non –construction Federal awards,

recipients must request prior approvals for

- Change in the scope or the objective of the project or program, even if there is no associated budget revision requiring prior written approval. See § 200.308(c)(1)
- The need for additional Federal funding. See § 200.308(c)(8)

The Federal awarding agency is authorized to, at its option, to waive prior written approval for the following program or budget revisions. See § 200.308 (d)

- Change in key personnel specified in the application or award document. See § 200.308 (c)(2) **WAIVED**
- The absence for more than three (3) months, or a 25 percent reduction in the time devoted to the project, by the approved project director or principal investigator. See § 200.308 (c)(3) **WAIVED**
- The inclusion of costs, unless waived by the Federal Awarding agency, of costs that require prior approval in accordance with Subpart E – Cost principles Applicable to Research and Development under Awards and Contracts with Hospitals, or 48 CFR part 31, “Contract Cost Principles and Procedures,” as applicable. See § 200.308 (c)(4) **WAIVED**
- The transfer of funds budgeted for participant support costs as defined in 200.75 Participant support costs to other categories of expense. See § 200.308 (c)(5) **WAIVED**
- Unless previously described in the application and funded in the approved award, the sub-award, transfer or contracting out of any work under this award. See §200.308 (c)(6) **WAIVED**
- Changes in the approved cost-sharing or matching provided by the non-Federal entity. No other prior approval requirements for specific items may be imposed unless an exception has been approved by OMB. See §200.308 (c)(7) **WAIVED**

Such Federal awarding agency Waivers may also include allowing the recipient to: See §200.308 (d)

Pre-award Costs 2 CFR 200.308 (d) (1)

The Recipient may incur costs 90 calendar days before the Federal awarding agency makes the Federal award. Expenses more than 90 calendar days pre-award require prior approval of the Federal awarding agency. All costs incurred before the Federal awarding agency makes the Federal award are at the recipient’s risk (i.e. the Federal awarding agency is under no obligation to reimburse such costs if for any reason the recipient does not receive a Federal award or if the Federal award is less than anticipated and inadequate to cover such costs). See also § 200.458 Pre-award costs. **ALLOWED**

No Cost POP extension 2 CFR 200.308 (d) (2)

The recipient may initiate a one-time extension of the period of performance by up to 12 months unless one or more of the conditions outlined in paragraphs (d)(2)(i) through (iii) apply. For one-time extensions, the recipient must notify the Federal awarding agency in writing with the supporting reasons and revised period of performance at least 10 calendar days before the end of the period of performance specified in the Federal award.

This one-time extension may not be exercised merely for the purpose of using cooperator unobligated balances. **ALLOWED**

Carry forward unobligated balances to subsequent periods of performance. See § 200.308 (d) (3) **ALLOWED**

The Federal awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal awards in which the Federal share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total budget as last approved by the Federal awarding agency. The Federal awarding agency cannot permit a transfer that would cause any Federal appropriation to be used for purposes other than those consistent with the appropriation. See § 200.308(e)

All other changes to non-construction budgets, except for the changes described in paragraph (c) of § 200.308, do not require prior approval.

SEE-2 CFR 200 Subpart F Non-Federal Audits

Recipients and sub-recipients that are institutions of higher education or other non-profit organizations (including hospitals) shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and 2 CFR 200 Subpart F “Audit Requirements.”

SEE-2 CFR 200 Subpart E Allowable Costs

Allowability of costs shall be determined in accordance with the cost principles applicable to the entity incurring the costs. For institutions of higher education that may be recipients, sub-recipients, or contractors the allowability is determined in accordance with the provisions 2 CFR 200 Subpart E – “Cost Principles.”

SEE-2 CFR 200.309 Period of Performance

A non-Federal entity may charge to the Federal award only allowable costs incurred during the period of performance (except as described in § 200.461 Publication and printing costs) and any costs incurred before the Federal awarding agency or pass-through entity made the Federal award that were authorized by the Federal awarding agency of pass-through entity.

If the agreement is partially funded the following applies;

All partially funded agreements will indicate the period of performance for which funding has been allocated, or specify the level of effort supported by allocated funding. In no event is the

U.S. Government obligated to reimburse the recipient for expenditures in excess of the total funds initially allotted by the U.S. Government to this agreement. The U.S. Government anticipates that from time to time additional amounts will be allotted to this agreement by unilateral or bilateral modification, until the total U.S. Government share is fully funded.

If additional funds are not made available, this agreement may be terminated pursuant to section 200.339 entitled *Termination*. The recipient is not obligated to continue performance or otherwise incur costs in excess of (i) the amount then allotted to the agreement by the U.S. Government or, (ii) if this is a cost-sharing agreement, the amount then allotted by the U.S. Government to the agreement plus the recipient's corresponding share, until the grants officer notifies the recipient in writing that the amount allotted by the U.S. Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the U.S. Government to this agreement. When and to the extent that the amount allotted by the U.S. Government to the agreement is increased, any costs the recipient incurs before the increase that are in excess of (i) the amount previously allotted by the U.S. Government or (ii) if this is a cost-sharing agreement, the amount previously allotted by the U.S. Government to the agreement plus the recipient's corresponding share, shall be allowable to the same extent as if incurred afterward, unless the grants officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

SEE-2 CFR 200.310-317 Property Standards

Management and disposition of equipment, property, supplies and other expendable property purchased by the recipient to comply with the terms of this agreement shall be in accordance with the uniform standards set forth in 2 CFR part 200.310-317. The recipient may use its own property management standards and procedures provided it observes the provisions set forth in 2 CFR 200.310 through § 200.317. Supplies shall be managed in accordance with 2 CFR 200.314.

Title to Federally-owned property remains vested in the Federal Government (see § 200.312(a)). Recipients shall submit annually an inventory listing of federally-owned property in their custody to the Program Manager. Upon completion of the award or when the property is no longer needed, the recipient shall report the property to the Program Manager for further Federal agency reutilization.

Title to property acquired with Federal funds in support of the program or project herein vests with the recipient without further obligation to the Federal Government in accordance with § 200.312 (c).

All rights and title to data, as defined in 48 CFR 27.401, generated under this agreement shall vest in the recipient.

The recipient hereby grants to the U.S. Government a royalty-free, worldwide, nonexclusive, irrevocable license to use, modify, reproduce, release, perform, display, or disclose any data for Government purposes.

The recipient is responsible for affixing the appropriate markings indicating the rights of the Government on all data delivered under this agreement. The Government will have unlimited rights in all data delivered without markup.

The recipient shall include this section, suitably modified to identify the parties, in all lower tier contracts and awards, regardless of tier, for experimental, developmental, or research work.

SEE-2 CFR 200.313 Equipment

Title to equipment acquired by the recipient using Federal funds with a current market value of more than \$5,000 shall vest with the recipient subject to conditions of 2 CFR 200.313.

SEE-2 CFR 200.314 Supplies

Title to supplies (including computing devices) will vest in the non-Federal entity upon acquisition subject to conditions in 2 CFR 200.314.

SEE-2 CFR 200.315 Intangible Property

Title to intangible property acquired und a Federal award vests upon acquisition in the non-Federal entity subject to conditions in 2 CFR 200.315. DoD 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.

SEE-2 CFR 200.317-326 Procurement Standards

The recipient's procurement system shall comply with the standards identified in part § 200.317 through 326 for use by recipients in establishing procedures for the procurement of supplies and other expendable property, equipment, real property, and other services with Federal Funds. The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.

SEE-2 CFR 200.328-332 Monitoring and Reporting Program Performance

Recipients shall monitor the program and submit performance reports in accordance with 2 CFR 200.328. Reports may be submitted in computer or electronic forms.

The required performance reports identified in the Cooperative Agreement statement of work or statement of objectives prescribes the frequency with which performance reports shall be submitted. Unless stated otherwise performance in the award reports shall be due quarterly. The type of information to be contained in the performance report is identified in 2 CFR 200.328. In addition, the report should include the percentage of work completed, and the expected completion of future work. Each comment should be associated with a line item on the agreement.

FINAL PERFORMANCE REPORTS are due 90 calendar days after the expiration date or termination of the award.

SEE-2 CFR 200. 327 Financial Reporting

The recipient shall use SF-270 to report the status of funds for all projects or programs. The form shall be submitted not later than 30 calendar days after the end of the specified reporting period (quarterly unless specified for a longer period in the award), and 90 days for annual and final reports.

GRANT/COOPERATIVE AGREEMENT COMPLETION: A FINAL SF-425 is required at the completion of the project. Also required is the DD Form 882, Report of Inventions and Subcontracts.

All forms should be submitted to the program manager at the following email address: SWF-CESU-INVOICE@usace.army.mil

SEE-2 CFR 200.333-335 Retention and Access Requirements for Records

Recipient's financial records, supporting documents, statistical records, and all other records pertinent to the award shall be retained and access to them permitted in accordance with 2 CFR 200.333 through § 200.337. Copies in either electronic or computer format may be substituted for original records.

SEE-2 CFR 200.339 Termination and Enforcement

This agreement may be terminated in whole or in part by either party pursuant to 2 CFR 200.339 (a-b). In addition to the remedies identified in 200.339, the Government may use any of the remedies identified in § 200.338 when determined appropriate.

Should the recipient be unable to complete the project, all unexpended monies in addition to any expended amounts determined unallowable in accordance with 2 CFR Part 220 and shall be returned to the U.S. Army Corps of Engineers (USACE).

SEE-2 CFR 200.341 Disputes, Claims and Appeals

Recipient claims, disputes and appeals of Grants Officers' decisions shall be processed in accordance with the procedures in 2 CFR 200.341-342.

SEE-2 CFR 200.343-345 Post-award Requirements

Closeout, adjustment and collection of amounts due shall be accomplished in accordance with 2 CFR 200.343-345 and Subpart F. The agreement cannot be closed until the recipient delivers to the Government all disclosures of subject inventions, a final report pursuant to 2 CFR 200.328, and a final financial report pursuant to 2 CFR 200.327. The Grants Officer may make a settlement for any downward adjustments to the Federal share of costs after closeout reports are received.

SEE-2 CFR 200.345 Collection of Amounts Due

The USACE SWF District will follow the procedures set forth in 2 CFR 200.345 for the collection of any debt owed to the Federal Government.

SEE-37 CFR part 401 Rights to Inventions Made Under a Contract, Grant or Cooperative Agreement

Contracts, grants, or cooperative agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements." Any intent to seek patents for any inventions resulting from research conducted using a Department of Defense grant or cooperative agreement must be disclosed on the DD form 882, Report of Inventions and Subcontracts, as described in section 2 CFR 200.315 of this document.

Live Animals (if applicable)

Rules on animal acquisition, transport, care, handling, and use are found in 9 CFR parts 1-4, Department of Agriculture rules implementing the Laboratory Animal Welfare Act of 1966 (7 U.S.C. 2131-2156), and guidelines in the National Academy of Science (NAS) "Guide for the Care and Use of Laboratory Animals" (1966), including the Public Health Service Policy and Government Principles Regarding the Care and Use of Animals in Appendix D to the guide.

SEE - Section 743 of the Financial Services and General Government Appropriations Act, 2015 (Division E of the Consolidated and Further Continuing Appropriations Act, 2015, Pub. L. 113-235)

Prohibition on Using Funds under Grants and Cooperative Agreements with Entities that Require Certain Internal Confidentiality Agreements.

(a) The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.

(c) The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d) If the Government determines that the recipient is not in compliance with this award provision, it:

(1) Will prohibit the recipient's use of funds under this award, in accordance with section 743 of Division E of the Consolidated and Further Continuing Resolution Appropriations Act, 2015, (Pub. L. 113-235) or any successor provision of law; and

(2) May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.