

# ASSISTANCE AGREEMENT

NOTE: By signing this document, the recipient accepts this agreement and agrees to perform in accordance with all the enclosed terms, conditions, and documents attached hereto.

1. AGREEMENT NO. <b>PAA 07-0001</b>
2. TASK ORDER NO.
3. TYPE OF AGREEMENT (Check one) <input type="checkbox"/> GRANT <input checked="" type="checkbox"/> COOPERATIVE AGREEMENT

<p>4. NAME, ADDRESS AND PHONE NO. OF ASSISTANCE OFFICER</p> <p>USDI - Bureau of Land Management - WO 850              1849 C. Street, NW - MSC-1075 LS              Washington, DC 20240              Ph 202-452-5034              Fax 202-452-4151</p>	<p>5. NAME, ADDRESS AND PHONE NO. OF RECIPIENT</p> <p>Mr. Scott Weaver              Senior Vice President              Partnership Development              Government Relations              Conservation Education and Experience Program              The Student Conservation Association, Inc.              689 River Road              P.O. Box 550              Charlestown, NH 03603-0550              Ph 603-543-1700 ext. 116</p>															
<p>6. NAME, ADDRESS AND PHONE NO. OF ASSISTANCE REPRESENTATIVE</p> <p>Mary Tisdale              Division Chief              Environmental Education and Volunteers Division              USDI - Bureau of Land Management - WO 650              1849 C. Street, NW - Room 406 LS              Washington, DC 20240              Ph 202-452-0365              Fax 202-452-5199</p>	<p>7. NAME, ADDRESS AND PHONE NO. OF RECIPIENT'S PROJECT MANAGER</p>															
<p>8. PROGRAM STATUTORY AUTHORITY</p> <p>Federal Land Policy &amp; Mgmt. Act of 1976              (P.L. 94-579; Sec. 307 (b), 43 U.S.C. 1737 (b))</p>	<p>9. STARTING DATE <b>SEE BLOCK 17C</b></p>															
<p>10. EFFECTIVE DATE <b>SEE BLOCK 17C</b></p>	<p>11. COMPLETION DATE <b>09/30/2007</b></p>															
<p>12. TYPE OF RECIPIENT (Check one)</p> <p>STATE              LOCAL GOVERNMENT              INDIAN TRIBAL GOVERNMENT              EDUCATIONAL INSTITUTION              INDIVIDUAL              FOR-PROFIT ORGANIZATION  <input checked="" type="checkbox"/> NON-PROFIT ORGANIZATION              OTHER (SPECIFY)</p>	<p>13. FUNDING INFORMATION</p> <table border="0"> <tr> <td></td> <td style="text-align: center;">Recipient</td> <td style="text-align: center;">BLM</td> </tr> <tr> <td>This obligation</td> <td>\$ _____</td> <td>\$ <u>Per Individual Task Order</u></td> </tr> <tr> <td>Previous obligation</td> <td>\$ _____</td> <td>\$ <u>0</u></td> </tr> <tr> <td>Total obligation</td> <td>\$ _____</td> <td>\$ <u>Per Individual Task Order</u></td> </tr> <tr> <td>Share Ratio</td> <td style="text-align: center;">%</td> <td style="text-align: center;">%</td> </tr> </table>		Recipient	BLM	This obligation	\$ _____	\$ <u>Per Individual Task Order</u>	Previous obligation	\$ _____	\$ <u>0</u>	Total obligation	\$ _____	\$ <u>Per Individual Task Order</u>	Share Ratio	%	%
	Recipient	BLM														
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Previous obligation	\$ _____	\$ <u>0</u>														
Total obligation	\$ _____	\$ <u>Per Individual Task Order</u>														
Share Ratio	%	%														

14. ACCOUNTING AND APPROPRIATION DATA **Per Individual Task Order**

15. PROJECT TITLE AND BRIEF SUMMARY OF THE PURPOSE AND OBJECTIVES

**Conservation Education and Experience Program**

To provide youth and young adults with opportunities and work experience in natural resource management on the public lands and to provide BLM with a means to recruit qualified young people from a national pool of conservation-minded students.

<p>16a. NAME AND TITLE OF SIGNER (Type or print)</p> <p>Scott C. Weaver, Senior Vice President              for Government Relations &amp; Marketing</p>	<p>17a. NAME AND TITLE OF ASSISTANCE ORDERING OFFICER (Type or print)</p> <p>Assistance Officer <i>Nancy L Adrain</i></p>		
<p>16b. RECIPIENT</p> <p><i>Scott C Weaver</i>              (Authorized Signature)</p>	<p>16c. DATE SIGNED</p> <p><i>4/16/07</i></p>	<p>17b. UNITED STATES OF AMERICA</p> <p>BY <i>Nancy L Adrain</i>              (Signature of Assistance Officer)</p>	<p>17c. DATE SIGNED</p> <p><i>4/10/07</i></p>

## **I. Statement of Joint Objectives**

A. Purpose. This agreement is made and entered into by the Department of the Interior, Bureau of Land Management, Washington Office (BLM), and the Student Conservation Association, Inc., Conservation Education and Experience Program (SCA/CEEP), a private nonprofit corporation, with its principal place of business at 689 River Road, P.O. Box 550, Charlestown, New Hampshire, for the purpose of providing youth and young adults with opportunities and work experience in natural resource management on the public lands and to provide BLM with qualified young people from a national pool of conservation-minded students.

B. Objective. The primary objective of this program is to recruit young people from across the nation to work on conservation oriented service projects that match their personal, career, and professional development interests. SCA/CEEP will effectively recruit, interview, and train the broadest cross-section of diverse young people who are not only motivated, but also qualified to perform service projects which build upon their interests.

C. Authority. This agreement specifies the terms for the Bureau and SCA/CEEP to cooperate in SCA/CEEP. The basis for this agreement is found on support or stimulation of a public purpose authorized by the following Federal statute(s): Federal Land Policy Management Act of 1976 (Public Law 94-579, Section 307 (b), 43 U.S.C 1737 (b)) which states: Subject to the provisions of applicable law, the Secretary may enter into contracts and cooperative agreements involving the management, protection, development, and sale of public lands.

D. Benefits. The activities to be undertaken through this agreement are in furtherance of the BLM and the Student Conservation Association, Inc., Conservation Education and Experience Program (SCA/CEEP) mission by providing the following benefits:

1. SCA/CEEP members will gain work experience and job skills on public lands. The skills they gain from a conservation internship or as a crew member may encourage them to join our nation's conservation work force, including possible careers with BLM.
2. The BLM staff and lands offer SCA/CEEP members the chance to experience hands-on service to the lands while offering an understanding of their roles as stewards of the natural systems.

## **II. Definitions**

A. Agreement: This cooperative agreement.

B. Assistance Officer (AO): The BLM's Assistance Officer. The AO is the only individual authorized to obligate funds, award, modify or terminate the agreement or any task order (TO) thereto. The AO is responsible for issuing TOs, monitoring the agreement and TOs for compliance, enforcing the agreement provisions, issuing timely performance and payment approvals, terminating the agreement or any TO thereto and closing out the agreement.

C. Assistance Representative (AR): The BLM's Assistance Representative. The AR will be designated for the purpose of administering the technical aspects of the agreement. The AR is authorized to clarify technical requirements. The AR is not authorized to issue changes or in any other way modify this agreement.

D. The Bureau of Land Management (BLM). United States Department of Interior, Bureau of Land Management. May also be referred to as Bureau.

E. The Code of Federal Regulations (CFR).

F. Fiscal Year (FY): The Federal fiscal year which extends from October 1 of one year through September 30 of the following year.

G. The Student Conservation Association, Inc., Conservation Education and Experience Program (SCA/CEEP). May also be referred to as recipient.

H. Not-to-Exceed (NTE) Amount: The maximum Federal funding amount.

I. The Office of Management and Budget (OMB).

J. Project Inspector (PI): The BLM's project inspector. A BLM employee(s) who will be responsible for providing on-site inspection of the work and for giving the recipient any special instructions, guidance, or training necessary to complete or perform the work. The PI will not be authorized to issue changes or in any way modify the agreement.

K. Project Manager: The recipient's Project Manager with SCA/CEEP.

L. Responsible Official: The recipient's Responsible Official. The responsible official is the individual who is authorized to act for the recipients' organization and commit the recipient to compliance with the terms and conditions of this agreement.

M. Task Order (TO): The order which is issued against the agreement to obligate funds for specific services or work to be accomplished.

N. Conservation Crews: High school-age students who will experience the personal challenge of living together with few amenities for four to five weeks during the summer, and learn that through team building and cooperation they can complete important work projects for natural resource management agencies.

O. Conservation Interns: College-age and older adults who will gain on-the-job experience in environmental education, community service, and natural and cultural resource management through SCA/CEEP placements. SCA/CEEP Conservation Interns work with natural resource managers in all fifty states.

P. Conservation Corps: Teams of college-age and older interns who will engage in projects that address some of the most critical conservation issues in the country, including wildland fires, environmental education, ecological restoration, and species preservation.

Q. Community Programs: The Conservation Leadership Corps, an important component, which will provide training and leadership opportunities, especially to young women and youth of color, who are underrepresented in the conservation professions. These opportunities enable urban and diverse young people to better connect with the natural world, to build work skills for environmental protection and to train as leaders.

### **III. Project Management Plan**

SCA's goals are to offer educational opportunities for volunteers to pursue career and personal goals through public service; to assist in the accomplishment of important conservation tasks through volunteer involvement; to provide career development and leadership training for youth from all socioeconomic backgrounds; and to foster commitments to diversity and volunteerism.

Each SCA/CEEP Task Order will have its own evaluation process, involving: quantitative evaluation, qualitative feedback and demographic information from members, the partnering Agency, and SCA Project Coordinators. This process will allow the Project Manager and Project Inspector to monitor performance, trouble-shoot problem areas and create solutions.

SCA/CEEP Project Managers for Conservation Internships will:

- Coordinate with staff from selected BLM sites to identify and develop projects.

- Provide qualified workers the opportunity to provide service and gain meaningful educational experience at each BLM site.

- Communicate and plan support for the selected intern with the BLM staff to ensure program quality.

- Provide full program management and support services, administration, financial management and evaluation for the program.

- Offer a 24-hour, 7 days a week emergency response system.

- Provide ongoing communication with the BLM on post program reporting.

- Communicate to the BLM any program elements that cannot be satisfied due to external factors, including those based on decisions or policies of the selected sites or availability of suitable projects or housing.

- Coordinate with BLM the program evaluation.

SCA/CEEP Project Managers for Conservation Crews will:

- Coordinate with staff from selected BLM sites to identify and develop projects.

- Provide teams with qualified high school age participants.

- Train crew leaders.

- Communicate and plan support for the crews and leaders.

- Provide full program management and support services, administration, financial management and evaluation for the program.

- Offer a 24-hour, 7 days a week emergency response system.

Provide ongoing communication with the BLM including post program reporting.

Communicate to the BLM any program elements that cannot be satisfied due to external factors, including those based on decisions or policies of the selected BLM sites or availability of suitable projects or housing.

Coordinate with BLM on program evaluation.

A detailed emergency response system has been designed in accordance with the guidelines set by the Association for Experiential Education and other leading organizations in Wilderness Risk Management.

SCA will partner with Aerie Medicine to provide certification in Wilderness First Aid to members.

The National Program directors will oversee the field based program activities including internships, crews and intern teams.

SCA/CEEP Risk Management Team will screen each member for any medical conditions that could impact their field experience. Also an interdepartmental cadre of on call duty officers will continue to monitor and respond to any type of accidents and injury that take place while members are serving in the field.

#### **IV. Term of Agreement**

A. This agreement shall become effective on the date of signature of the BLM Assistance Officer and shall remain in effect for the remainder of FY07 until September 30, 2007, unless terminated in accordance with the provisions of 43 CFR Subpart F, Section 12.961.

B. Termination. A Task Order (TO) may be terminated at anytime at no cost to the Government. The SCA/CEEP shall be reimbursed for financial obligations incurred up to the date of termination. Payments under this agreement shall not exceed the ceiling amount specified.

#### **V. Task Orders (TO)**

A. Issuance. The commitment of funds in furtherance of this Agreement shall be authorized by task orders. If any TOs are issued they will be issued in writing by the Assistance Officer and must be signed by both the authorized responsible SCA/CEEP official and the AO to be effective.

B. Contents. A TO will contain:

1. The specifications or statement of work that will be performed under the specific TO.
2. A list of any deliverable items that are required.
3. Any necessary drawings and/or location maps.

4. The delivery schedule or completion time which has been negotiated based on the level of difficulty, site location, etc.
5. A detailed budget submitted on form SF-424A, Budget Information - Nonconstruction Programs with a NTE amount for the task.
6. Any other detail or information necessary.

## **VI. Financial Support**

- A. This agreement shall be funded by issuance of TOs based on the availability of BLM funding. The SCA/CEEP hereby releases the BLM from all liability due to failure of Congress to appropriate funds for this agreement.
- B. Funds obligated for a specific TO but not expended in that FY can not be carried forward and expended in the subsequent FY.
- C. \$400,000 represents the NTE amount for which the BLM will be responsible under the terms of this agreement over the life of the agreement. Each TO issued will specify the NTE amount for that TO. The BLM shall not be obligated to pay for nor shall the SCA/CEEP be obligated to perform any effort that will require the expenditure of Federal funds above the NTE amount specified in that TO.
- D. Cost sharing for this agreement shall be in accordance with 43 CFR, Subpart F, Section 12.923.

## **VII. Payments**

### A. Electronic Funds Transfer Payments - **SF 3881**

1. Payment under this agreement will be made by the Government by electronic funds transfer (through the Treasury Fedline Payment System (FEDLINE) or the Automated Clearing House (ACH)).
2. After award, but no later than 14 days before an invoice or agreement financing request is submitted, the Recipient shall designate a financial institution for receipt of electronic funds transfer payments (SF-3881), and shall submit this designation to the following address:

Bureau of Land Management  
National Business Center, BC-630  
Denver Federal Center, Bldg. 50  
PO Box 25047  
Denver, CO 80225-0047

3. If a designation has been submitted to the BLM under a previous agreement it is not necessary to complete another SF-3881 unless you are changing your designation of financial institution.

B. The SCA/CEEP shall be entitled to reimbursement or advance payment at least quarterly upon submission of an original Request for Advance or Reimbursement, Standard Form (SF) 270 to the A.O. Payments shall be governed by the provisions of 43 CFR Subpart F, Section 12.922 and 12.952.

C. If advance payments are made the SCA/CEEP must submit a Federal Cash Transaction Report, SF 272 to the Assistance Officer 15 working days following the end of each quarter.

D. Advance payments shall be made only in amounts necessary to meet current disbursement needs and shall be scheduled so that the funds are available only immediately prior to their disbursement. Requests for advance payment shall not be more than 85% of the total Bureau share of the cost per participant.

### **VIII. Property Management and Disposition**

Any BLM property used or other property acquired under this agreement, including intangible property such as copyrights and patents shall be governed by the provisions of 43 CFR, Subpart F, Section 12.930 through 12.937. Any tools, materials, equipment and facilities furnished by the BLM shall be on a loan basis only and all such items be returned in the same condition received except for wear and tear in project use.

### **IX. Deliverables and Reports**

Submit one copy of an annual performance report to the Assistance Representative within 90 days after the end of the FY. The performance report must be prepared in accordance with 43 CFR, Subpart F, Section 12.951 and address items such as a comparison of actual accomplishments with established goals, reasons why goals may not have been met, cost overruns and any other pertinent information.

### **X. Key Officials**

Assistance Officer (AO)  
Bureau of Land Management – WO 850  
1849 C Street, NW – Room 1075LS  
Washington, DC 20240  
Telephone Number (202) 452-5034  
Fax Number (202) 452-5141

Assistance Representative (AR)  
Mary Tisdale  
Bureau of Land Management  
1849 C Street, NW – Room 406LS  
Washington, DC 20240  
Telephone Number (202) 452-0365  
Fax Number (202) 452-5199

Responsible Official  
Mr. Scott Weaver  
Conservation Education and Experience Program  
The Student Conservation Association, Inc.  
689 River Road  
P. O. Box 550  
Charlestown, NH 03603-0550  
Telephone Number (603) 543-1700 ext. 116  
Email – [sweaver@thesca.org](mailto:sweaver@thesca.org)

Project Manager  
Mr. Scott Weaver  
Conservation Education and Experience Program  
The Student Conservation Association, Inc.  
689 River Road  
P. O. Box 550  
Charlestown, NH 03603-0550  
Telephone Number (603) 543-1700 ext. 116  
Email – [sweaver@thesca.org](mailto:sweaver@thesca.org)

## **XI. Special Terms and Conditions**

### **A. Order of Precedence**

Any inconsistency in this agreement shall be resolved by giving precedence in the following order: (a) Any national policy requirements and administrative management standards; (b) requirements of the applicable OMB Circulars and Treasury regulations; (c) 43 CFR Part 12; (d) special terms and conditions; (e) all Agreement sections, documents, exhibits, and attachments; and (f) all TO sections, documents, exhibits, and attachments.

### **B. Modifications**

This agreement may be modified by written agreement signed by both the Responsible Official and the Assistance Officer. Administrative changes (i.e. AO name change) which do not change the project management plan, NTE amount, etc. or otherwise affect the recipient may be signed unilaterally by the AO.

### **C. Procurement Procedures**

It is a national policy to place a fair share of purchases with minority business firms. The Department of the Interior is strongly committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness. Positive efforts shall be made by recipients to utilize small businesses, minority-owned firms, and women's business enterprises, whenever possible. Recipients of Federal awards shall take all of the following steps to further this goal:

1. Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
2. Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
3. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
4. Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.

5. Use the services and assistance, as appropriate, of such organizations as the Small Business Development Agency in the solicitation and utilization of small business, minority-owned firms and women's business enterprises.

#### D. Deposit of Publications

Two (2) copies of each applicable publication produced under this agreement shall be sent to the Natural Resources Library with a transmittal that identifies the sender and the publication, and states that the publication is intended for deposit in the Natural Resources Library. Publications shall be sent to the following address:

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

#### E. SCA/CEEP Participants

It is understood that service under this Cooperative Agreement shall not count toward career status in government service nor toward the accumulation of, or eligibility for, benefits available to Federal employees. However, for the purpose of tort claims provisions of Title 28 of the United States Code and for the purposes of subchapter 1 of Chapter 81 of Title 5 of the United States Code relating to work injuries, SCA/CEEP participants shall be deemed Federal employees. All conservation interns must be registered as and covered by an approved BLM Volunteer Agreement at the BLM duty site.

#### F. SCA/CEEP Insurance

The SCA/CEEP shall maintain comprehensive liability insurance of not less than \$3,000,000 per occurrence for bodily injury and property damage subject to the usual and customary policy conditions (including standard exclusion on vehicles licensed for highway use and on property in the care, custody and control of the policyholder). The U.S. Government shall be included as an additional insured under terms of this coverage to the extent its interest may appear. In addition, SCA/CEEP shall maintain its current accidental death, dismemberment and injury insurance for all participants.

1. SCA/CEEP shall assist the Bureau in its investigation, whenever required, of any accident involving any participant or crew leader under this Cooperative Agreement. In the event of such accident, SCA shall be deemed a temporary consultant for purposes of such investigation and shall be provided access on a confidential basis to all investigative records and reports compiled or prepared by the Bureau concerning such accident.

## **XII. General Provisions**

A. National Policy Requirements and Administrative Management Standards. All applicable national policy requirements and administrative management standards as set forth in the Office of Management and Budget, Financial Management Division, Directory of Policy Requirements and Administrative Standards for Federal Aid Programs are incorporated by reference.

B. 43 CFR Part 12, Administrative and Audit Requirements and Cost Principles for Assistance Programs are incorporated by reference.

C. OMB Circular A-122, Cost Principles for Nonprofit Organizations is incorporated by reference.

D. 43 Code of Federal Regulations (CFR) Part 12, Appendix A to Subpart D, Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transaction and completed Form DI-2010 are incorporated by reference.

E. 43 CFR Part 12, Appendix C to Subpart D, Certification Regarding Drug-Free Workplace Requirements, Alternate I (Grantees other than individuals) and completed Form DI-2010 are incorporated by reference.

F. Single Audit Act Amendments of 1996, Public Law 104-156, 110 Stat. 1396, 31 U.S.C. 750 1-7 and 43 CFR, Part 12, is incorporated by reference.

G. Compliance With Buy American Act. Pursuant to Sec. 307 of the Department of the Interior and Related Agencies Appropriations Act of 2000, Public Law 106-113, is advised of the following:

1. None of the funds made available in this agreement may be expended by a recipient unless the recipient agrees that in expending the funds the recipient will comply with sections 2 through 4 of the Act of March 3, 1933 (41 U.S.C. 10a-10c; popularly known as the "Buy American Act").

2. Purchase of American-made equipment and products. In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in this Act, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

3. Recipient also agrees to follow the procedures in 43 CFR Part 12, Subpart E, Section 12.700 - Buy American Requirements for Assistance Programs.

H. Opposition to Any Legislation. Recipient shall not use any part of the Government's funds for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete.

I. 31 U.S.C. 1352, Certification Regarding Lobbying and completed Form DI-2020 are incorporated by reference.

J. 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 may state or imply that the Government approves of the recipient's work products, or considers the recipient's work product to be superior to other products or services.

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.

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

The recipient further agrees to include this provision in a subaward to and subrecipient, except for a subaward to a State government, a local government, or to a federally recognized Indian tribal Government.

K. Increasing Seat Belt Use in the United States. Recipients of grants/cooperative agreements and/or sub-awards are encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

L. Section 623 (a) and (b) of the Treasury, Postal Service and General Government Appropriations Act, 1995. "Section 623. (No amount of any grant made by a Federal agency shall be used to finance the acquisition of goods or services (including construction services) unless the recipient of the grant agrees, as a condition for the receipt of such grant, to:

1. specify in any announcement of the awarding of the contract for the procurement of the goods and services involved (including construction services) the amount of Federal funds that will be used to finance the acquisition; and
2. express the amount announced pursuant to paragraph (1) as a percentage of the total costs of the planned acquisition.
3. The requirements of subsection (a) shall not apply to a procurement for goods or services (including construction services) that has an aggregate value of less than \$500,000.

**U.S. Department of the Interior  
Certifications Regarding Debarment, Suspension and  
Other Responsibility Matters, Drug-Free Workplace  
Requirements and Lobbying**

Persons signing this form should refer to the regulations referenced below for complete instructions:

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions - **The prospective primary participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. See below for language to be used or use this form for certification and sign. (See Appendix A of Subpart D of 43 CFR Part 12.)**

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions - (See Appendix B of Subpart D of 43 CFR Part 12.)

Certification Regarding Drug-Free Workplace Requirements - Alternate I. (Grantees Other Than Individuals) and Alternate II. (Grantees Who are Individuals) - (See Appendix C of Subpart D of 43 CFR Part 12)

Signature on this form provides for compliance with certification requirements under 43 CFR Parts 12 and 18. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of the Interior determines to award the covered transaction, grant, cooperative agreement or loan.

**PART A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions**

*CHECK IF THIS CERTIFICATION IS FOR A PRIMARY COVERED TRANSACTION AND IS APPLICABLE.*

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**PART B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions**

*CHECK IF THIS CERTIFICATION IS FOR A LOWER TIER COVERED TRANSACTION AND IS APPLICABLE.*

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

DI-2010  
June 1995  
(This form replaces DI-1953, DI-1954,  
DI-1955, DI-1956 and DI-1963)

**PART C: Certification Regarding Drug-Free Workplace Requirements**

*CHECK \_\_ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS NOT AN INDIVIDUAL.*

Alternate I. (Grantees Other Than Individuals)

A. The grantee certifies that it will or continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about--
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification numbers(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --
  - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) (b), (c), (d), (e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

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Check \_\_ if there are workplaces on file that are not identified here.

<b>PART D: Certification Regarding Drug-Free Workplace Requirements</b>
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*CHECK \_\_ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS AN INDIVIDUAL.*

Alternate II. (Grantees Who Are Individuals)

- (a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;
- (b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to the grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

DI-2010  
June 1995  
(This form replaces DI-1953, DI-1954,  
DI-1955, DI-1956 and DI-1963)

**PART E: Certification Regarding Lobbying**  
**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

*CHECK    IF CERTIFICATION IS FOR THE AWARD OF ANY OF THE FOLLOWING AND THE AMOUNT EXCEEDS \$100,000: A FEDERAL GRANT OR COOPERATIVE AGREEMENT; SUBCONTRACT, OR SUBGRANT UNDER THE GRANT OR COOPERATIVE AGREEMENT.*

*CHECK    IF CERTIFICATION IS FOR THE AWARD OF A FEDERAL LOAN EXCEEDING THE AMOUNT OF \$150,000, OR A SUBGRANT OR SUBCONTRACT EXCEEDING \$100,000, UNDER THE LOAN.*

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the authorized certifying official, I hereby certify that the above specified certifications are true.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

TYPED NAME AND TITLE

DATE