



**UNITED STATES
DEPARTMENT OF THE INTERIOR**

**BUREAU OF
LAND MANAGEMENT**



Wild Horse Partnerships for Eco-sanctuaries on Private Lands

Authority

Wild Free-Roaming Horses and Burros Act of 1971, Public Law 92-195, as amended, Section 1336

**REQUEST FOR APPLICATIONS (RFA)
Funding Opportunity Number: L12AS00140**

**CFDA No. 15.229
CFDA Title: Wild Horse and Burro Resource Management**

ISSUE DATE: June 29, 2012

CLOSING DATE & TIME

August 29, 2012

4:30 p.m. PDT

Contact Information:

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SECTION I. FUNDING OPPORTUNITY DESCRIPTION

A. Project Background Information:

1. The passage of the 1971 Wild Free-Roaming Horses and Burros Act (WFRHBA) assigned responsibility to the Bureau of Land Management (BLM) for managing America's wild horses and burros. The WFRHBA sought to preserve populations of wild horses in good health in their natural habitat while balancing ecological health and multiple-use relationships on BLM and Forest Service administered lands. Although the BLM has implemented various wild horse population suppression methods, including administering contraceptives, removal of excess horses and implementation of adoption/training programs, herd growth rate has exceeded adoption demand. The number of horses that must be cared for off the range exceeds the numbers on the range and the costs of gathering and caring for the excess horses has strained the Wild Horse and Burro program's budget.
2. In response to the Secretary of Interior's national initiative to create a cost-efficient and sustainable Wild Horse and Burro program, the BLM sought and received public input to develop a new strategy regarding future management of America's wild horses and burros. After reviewing approximately 9000 comment letters and e-mails, and synthesizing public desire and agency need, on February 24, 2011, Bob Abbey, the Director of the BLM, announced the agency's new strategy for implementation of the Wild Horse and Burro Program. This Request for Applications (RFA) seeks to provide partnership opportunities to create eco-sanctuaries for wild horses on private land that, in addition to providing a natural and healthy habit for the horses, will expand the training and adoption program to assist the BLM with meeting the objectives of the WFRHBA.
3. An eco-sanctuary is defined as a place of safety providing a natural and healthy habitat for excess wild horses where they will be properly cared for, yet allowed to roam freely, while conserving the environment and ecology of the lands. An eco-sanctuary offers the public the opportunity of engaging with the cultural heritage of wild horses through public outreach and the creation of economic opportunities for local communities.

B. Project Objective:

1. The overall intent of this program is to develop partnerships with willing private landowners in order to provide sanctuary for excess wild horses as an alternative to the current practice of long-term pasture facilities, without a Federal investment in land and a limited investment in infrastructure.

2. In addition to ensuring the humane care and management of wild horses, each sanctuary will be marketed in a manner designed to encourage public visitation and provide opportunities for learning. Creating an eco-tourism venue will provide economic stimulation and assist communities by providing local job creation. Project-specific objectives include:

- a. To provide facilities that can provide the food, water and shelter necessary to sustain a minimum of 100 horses in good condition. Good condition is described as follows: ribs cannot be visually distinguished, but can be easily felt; backbone is not visible; hip bones do not show; withers are distinguishable but do not protrude; shoulders and neck blend smoothly into the body.

- b. To provide regular, on-the-ground monitoring of the wild horses to ascertain their well-being and safety.
- c. To provide care by partnership organizations who are knowledgeable and experienced about the behavior and nutritional requirements of equines and the management of the land they inhabit for the sustained production of grass and other desirable forage plants.
- d. To provide veterinary services to animals as described in the Technical Approach portion of this document.
- e. To provide a proactive fund-raising campaign within its chartered purposes which funds will be utilized to support the humane care and management of wild horses.
- f. To promote visitation to the sanctuaries.

C. Benefits:

1. It is anticipated these sanctuaries will provide a public benefit by raising public awareness and participation in the Wild Horse and Burro Program, thereby increasing the total number of annual wild horse adoptions. They will provide unique opportunities to view and learn about wild horses, their history, and their potential as working horses, therapy horses, show horses, and pets.

2. The public will further benefit from this program through the stimulation of local economies through the marketing of eco-tourism, and local community job creation. Proactive fund-raising will be encouraged which will assist in off-setting the expense of maintaining the sanctuaries. Although there is not a precise BLM performance measure, the partnership sanctuaries will assist the BLM achieve and maintain their goal of reducing the number of horses on the range down to appropriate management levels within the herd management areas and maintain that level to assure the horses and the range remain in good condition.

D. Project Priorities: Proposals will address the following priorities.

1. **Eco-sanctuaries:** A successful applicant's proposal will be able to:
 - a. The applicant must explain in their proposal how they will prevent eco-sanctuary horses from interacting with free roaming horses within an HMA or identify that the proposed sanctuary is located a minimum of 10 miles away from existing herd management areas (HMAs). Maps can be accessed on the BLM website:
http://www.blm.gov/wo/st/en/prog/wild_horse_and_burro/wh_b_information_center/statistics_and_maps/herd_area__ha__and.html.
 - b. Demonstrate that the proposed sanctuary is located on land the applicant controls through ownership or lease or other legal means that demonstrates land control.
 - c. Demonstrate that sanctuary infrastructure will be in place before horses are moved into the area and that there are adequate facilities to unload/load, manage and contain wild horses (e.g., meet minimum standards for fencing as delineated in Section IV B 4. Technical Approach).
 - d. Address the applicant's ability to manage a non-reproducing herd.
 - e. Demonstrate that adequate forage and water for the horses received will be available primarily as pasture, and available year round, or that supplemental feed will be of such quality and fed in sufficient quantity to sustain horses in good condition.

- f. Demonstrate the applicant will cooperate with the BLM during agency compilation of the applicable environmental compliance documents (e.g. required analysis under Endangered Species Act or National Environmental Policy Act). The environmental documents must be completed prior to receiving horses.
- g. Provide a plan for fund raising activities as well as promoting eco-tourism by attracting visitors to the sanctuary. The applicant should provide details regarding infrastructure or activities for viewing the horses in a safe environment for both the public and the horses.
- h. Identify how maintenance records for all horses placed in the proponent's care will be accomplished.
- i. Identify a disease abatement plan and how it will be implemented in the event of the outbreak of disease.
- j. Identify how safety protocols will be developed and followed.
- k. Identify procedures that will be used in the event a horse dies while under the applicant's care.
- l. Identify a contingency plan to ensure wild horses remain in good condition during difficult weather events, deep snow, prolonged drought and a plan to evacuate horses if a fire emergency is encountered.
- m. Address how eco-sanctuary horses that graze on native (wild and uncultivated) rangelands within the eco-sanctuary will be managed to ensure that rangeland ecological processes, including the hydrologic cycle, nutrient cycle and energy flow, are maintained in order to support healthy watersheds and native biotic populations and communities.
- n. Demonstrate the applicant will be eligible to secure a bond up to \$100,000.00 if awarded a cooperative agreement to cover removal expenses of horses should the partnership be terminated.
- o. Ensure the establishment of the sanctuary will be in compliance with all Federal, State, and local governmental law and/or ordinances.
- p. Demonstrate that all events and activities will positively portray the BLM Wild Horse and Burro Program.

E. General Requirements:

1. Proposals will be valid for a period of 2 years.
2. **All questions regarding this announcement are to be submitted in writing no later than July 18th, 2012** to Susan Kaller at 1340 Financial Blvd., Reno, NV 89502-7147 or skaller@blm.gov or via fax at (775) 861-6624. All answers will be posted via modification to this announcement by July 27th, 2012.
3. Late submissions and incomplete proposals will not be considered.
4. A complete recipient's proposal will consist of:

- a. SF-424, Application for Federal Assistance, completed and signed.
- b. SF-424A, Budget Information – Non-Construction Programs.
- c. SF-424B, Assurances –Non - Construction Programs.
- d. SF-LLL, Lobbying Certification form.
- e. Attachments A, B and C of this announcement.
- f. Letters of support where applicable.

5. Applicants whose proposals are being considered will facilitate site visits on the date and time requested by the BLM technical evaluation team.

F. Period of Project Performance: Successful applicants may be awarded a cooperative agreement for one year with, the option for four (4) additional years, not to exceed a total of five (5) years from date of award.

G. Performance Bond Requirements: The recipient shall furnish a performance bond as specified in Section I.D.n for the protection of the Government in the event the cooperative agreement is terminated before the agreement expiration date.

SECTION II. AWARD INFORMATION

A. Expected Number of Awards: One or More

B. Estimated Total Program Funding: Not to exceed \$2,500,000.00 per 5 year agreement.

C. Award Ceiling: up to \$500,000.00 per year

D. Assistance Instrument: Cooperative Agreement

SECTION III. ELIGIBILITY INFORMATION

A. Eligible Applicants: The authorizing legislative authority restricts applicants to:

Landowners

States

Local Governmental Agencies

B Cost Sharing or Matching: Not required but encouraged. **Cost share funds or in-kind services by the applicants are encouraged.** If cost sharing is from a third party include a copy of the letter committing funds or interest in the project.

SECTION IV. APPLICATION AND SUBMISSION INFORMATION

A. Address to Request Application Package: This announcement contains all information and electronic addresses necessary to submit an application through Grants.gov.

B. Content and Form of Application: The application package shall consist of all the required Standard Forms shown below AND a Certification for Federal Assistance “if applicable” (**Attachment**

A), Proposal Submission Format (Attachment B) and Budget Narrative (Attachment C):

Required Standard Forms:

SF Forms to Submit	SF Form Information
Application	Form SF-424, Application for Federal Assistance
Budget Information	Form SF-424A, Budget Information - Non-Construction Programs
Assurances	Form SF-424B, Assurances - Non-Construction Programs

1. **Indirect Charges.** Most States, Universities and larger non profits have a negotiated indirect cost rate agreement with the Federal Government. This agreement provides the rates approved for use on cooperative agreements, grants, contracts and other agreements with the Federal Government. A copy of the current rate 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.

2. **Certification Regarding Lobbying - Certification for Contracts, Grants, Loans, and Cooperative Agreements.** Attachment A applies to recipients of awards exceeding \$100,000.

3. **Proposal Submission Format.** Attachment B can be used as an example when submitting your proposal. The proposal technical text must be no longer than 50 pages, no smaller than font size 11, and have 1-inch margins. The 50-page limit includes *all* text, figures, references, and vitae. (The Budget, Attachment C, is *not* included in the 50-page limit.) The text should include the following:

4. **Technical Approach.** Attachment B, Section I – The applicant will describe how they propose to conduct and achieve the goals of the eco-sanctuary in accordance with the Project Priority criteria listed above in Section I. B and D. You may respond to one or all of the Project Priorities, however for each response the project design must contain enough detail to demonstrate how as a partner you will meet the objectives for each priority addressed. Each work plan must be clear, suitable, and feasible with respect to all the components listed under each priority. Additionally, applicants should demonstrate that they possess the ability to provide the following applicable technical requirements:

(1) **Corrals**

- i. Corrals should be permanent. It is anticipated that the corrals will be used to receive, hold, gather, ship and prepare horses. The corrals should be at least 72" high and made of stoutly constructed material i.e. pipe, steel, lumber, etc. No barbed wire will be allowed in the construction of corrals and any corral constructed of mesh wire

(openings no larger than 2 by 4 inches) must be equipped with at least 3 wood sight boards (2 by 8 inches) located on the upper portion of the fence. The three sight boards should be spaced no more than 12 inches apart. Corrals constructed of pipe or wood must have openings of not more than 12 inches between horizontal members. Corrals and holding areas need to be free of protrusions, and hazards. Corral gates should be constructed of wood or pipe the same height as the fences. Gates should be visible to the horses either from the materials used in construction or by using materials such as plywood or plastic mesh placed on the gates. The recipient should furnish a stable area (concrete or gravel) to place a hydraulic squeeze chute provided by the BLM. Electricity (120) must be available to run the hydraulic squeeze chute.

- ii. Soil types in corrals/pens must be well drained and non-alkaline in nature. Slopes within the pens should provide for adequate drainage.
- iii. Adequate chutes and crowding alleys to facilitate gathering, preparing, and shipping animals.
- iv. The runway must have solid sides, have at least **three** sliding gates, be solidly constructed of steel or lumber, be at least 36' in length, 28-32" wide, and at least 72" tall.
- v. All animals should be maintained, treated, handled, and destroyed, when necessary, by experienced personnel in a humane manner and in accordance with all applicable Federal, State, and Local Laws and regulations. Animals should be worked individually to prevent injuries from crowding or trampling.

(2) **Unloading and Working Facility**

- i. The facility should have a loading and unloading chute, sufficient to safely unload and load semi-trailer trucks and small stock trailers. Chutes should have solid sides which restrict the animal's vision and will minimize the risk that animals may attempt to jump out of the chute. Width of the chute must be at least 32 inches. If chute has brace bar(s) between the two sides, across the top, there must be a 72" minimum head clearance.
- ii. Fences should be at a minimum of 72 inches high, stoutly constructed and made of lumber, pipe, or steel.

(3) **Fences**

- i. Perimeter and division fences should be a minimum of 48" in height and completely enclose the facility. All the fences should consist of four strands of barbed wire or other acceptable fencing materials.
- ii. If determined by the PO, it may be necessary for the recipient to flag certain fences with eight (8) inches of flagging attached to the top horizontal member of the fence every 20 feet to make the fences more visible to the horses (or native wildlife). In some areas, wildlife-friendly fences will need to be constructed (these may include raising the bottom wire from 16-18" off the ground; use of a white resin coated top wire, use of smooth (as compared to barbed wire) at key wildlife crossings; the use of

extensive flagging or attaching a piece of white PVC pipe to the top wire to increase visibility; or the construction of gates or sections of let-down fence at key wildlife crossings and opening or letting down these sections when horses are not grazing in the pasture.

- iii. Gates, rather than cattle guards, should be used at all road crossings or fence openings to keep horses in pastures.

(4) **Veterinary Services:** Selection of veterinarian will be negotiated prior to award. Specific veterinary services should be performed as follows:

- i. Booster and vaccinations
- ii. Diagnose sick horses.
- iii. Treat sick and injured horses.
- iv. Issue health certificates for interstate shipment of animals
- v. Provide in writing to the PO the probable cause of death of animals that die at or en route to the facility.
- vi. Humanely euthanize wild horses when necessary, and provide a written report to the PO.
- vii. Collect tissue samples for postmortem examination as directed by the PO.

5. **Qualifications, Experience, and Past Performance. Attachment B, Section II.**

- a. Describe who will carry out the project activities. List all project personnel, including consultants. Describe their responsibilities and the amount of time each will dedicate to the project. Briefly describe how their experience, knowledge and ability demonstrate the capability to properly care for and manage wild horses.
- b. Provide a legal description of the land, and provide a map describing acreage and distance to closest Herd Management Area (HMA) or Herd Area (HA). Maps can be accessed on the BLM website:
http://www.blm.gov/wo/st/en/prog/wild_horse_and_burro/wh_b_information_center/statistics_and_maps/herd_area__ha__and.html
- c. Identify organizations that support the proposal and include letters of support.
- d. Identify local and state government support for the proposal and include letters of support.

6. **Budget. Attachment C, Section III.** Include a description of the cost share (cash vs. in kind). The budget should contain the following:

- a. Salaries and Wages. Include all employees and their titles working on the project.
- b. Fringe Benefits. Propose your rates/amounts. If rates are audit approved, include a copy of the audit agreement and/or the name of the audit agency. If more than one rate is used, list each rate and the wage or salary base.
- c. Consultant/Contracting Fees. Include payments for professional and technical consultants and contractors participating in the project.

- d. Travel and Per Diem. For each trip, indicate the number of persons traveling, the total days they will be in travel status, and the total subsistence and transportation costs for that trip. Per diem rates shall not exceed maximum Federal rates. To view current Federal per diem rates, visit http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentId=17943&contentType=GSA_BAS_IC and follow the links to per diem information.
- e. Supplies and Materials. Include consumable supplies and materials to be used in the project, listing each item and quantity individually. Include items of expendable equipment, i.e., equipment costing less than \$500 or with an estimated useful life of less than two years. Equipment costing more than that should be listed in the Other Costs category (Category G, below).
- f. Services. This should include the cost of duplication and printing, long distance telephone calls, equipment rental, postage, and other services not previously listed.
- g. Other Costs. List equipment items in excess of \$500 and other items not previously listed. Note that equipment items worth less than \$500 or that have a useful life of less than 2 years must be listed in the Supplies and Materials category.
- h. Indirect Charges. If indirect costs will be charged to the assistance agreement, complete the table below with your current approved indirect cost rate and the direct costs it will be applied to. A copy of your most recent indirect cost rate must be attached if indirect costs will be requested.

7. **Purpose, Objectives, and Relevance. Attachment B, Section IV**

- a. Describe why the project is needed by the applicant;
- b. Describe the applicant's objectives;
 - (1) How many horses would be maintained at the facility (minimum number of horses is 100).
 - (2) Describe the longevity of the proposal in term of number of years. Cooperative agreements do not exceed 5 years, but can be continued in 5 year increments.
 - (3) Describe business plan for promoting additional funding sources, promoting tourism and portraying the wild horse in a positive light.
 - (4) Explain if the eco-sanctuary will create local job opportunities, and how many.
- c. Describe how the applicant's objectives support their mission, provide a public benefit and assist the BLM to achieve and maintain their goal of reducing the number of horses on the range down to appropriate management levels within the herd management areas and maintain that level to assure the horses and the range remain in good condition.

C. Submission Dates and Times:

- 1. **All questions are to be submitted in writing no later than July 18, 2012 to Susan Kaller at 1340 Financial Blvd. Reno, NV 89502-7147 or skaller@blm.gov or via fax at (775) 861-6624. All answers will be posted via modification to this announcement by July 27, 2012.**
- 2. The electronic submission of your proposal into Grants.gov is due by **August 29, 2012 @ 4:30**

p.m. Pacific Daylight Time. A proposal received after the closing date and time will not be considered for award. If it is determined that a proposal will not be considered due to lateness, the applicant will be notified immediately.

3. All proposals are required to be submitted electronically through grants.gov. All of the required attached forms can be prepared online. Any form that is not available online may be submitted as attachments at the end of the proposal. If you have not registered in grants.gov, go to visit the website www.grants.gov and get started in the registration process. **Application preparation time may take several weeks to get certified.**
4. Once at the website, choose “Get Started” and proceed through the first 5 steps. If you have any questions or problems with the registration process, please contact the grants.gov help desk at 1-800-518-4726. In addition, Grants.gov has an “Applicant Users Guide” available at: http://www.grants.gov/help/user_guides.jsp that will answer most if not all your questions.

D. Submission Instruction and Information: Applications/proposals may be submitted by the following methods only:

1. On-Line Submittal. The Bureau of Land Management (BLM) is participating in the Grants.gov Initiative that provides the grant community with a single site to find and apply for grant funding opportunities. BLM requires applicants to submit their applications/proposals electronically through: <http://www.grants.gov/Apply>.

YOU MUST REGISTER WITH GRANTS.GOV PRIOR TO SUBMITTING AN APPLICATION THROUGH THE GRANTS.GOV WEBSITE. THE REGISTRATION PROCESS MAY TAKE FROM 7 TO 21 DAYS.

2. Electronic Signature. Applications submitted through Grants.gov constitute submission as electronically signed applications. The registration and e-authentication process establishes the Authorized Organization Representative (AOR). When you submit the application through Grants.gov, the name of your authorized organization representative on file will be inserted into the signature line of the application. Applicants must register the individual who is able to make legally binding commitments for the applicant organization as the Authorized Organization Representative.
3. Late Submissions, Modifications, and Withdrawals of Application and/or Proposal. Any application/proposal received after the exact time specified for receipt will not be considered in the original selection process unless the application is received before award is made and it is determined by BLM that the late receipt was due to mishandling by the Government. Any modification of an application or quotation is subject to the same conditions stated above.
4. Electronic Application Submission and Receipt Procedures. This provision provides information on the application submission and receipt instructions for applications submitted through Grants.gov Apply. Please read the following instructions carefully and completely.
5. Timely Receipt Requirements and Proof of Timely Submission.
 - a. Electronic Submission. An electronic time stamp is generated within the system when the application is successfully received by Grants.gov. The applicant will receive an

acknowledgement of receipt and a tracking number from Grants.gov with the successful transmission of their application. Applicants should print this receipt and save it.

- b. BLM suggests that applicants submit their applications during the operating hours of the Grants.gov Support Desk, so that if there are questions concerning transmission, operators will be available to walk you through the process. Submitting your application during the Support Desk hours will also ensure that you have sufficient time for the application to complete its transmission prior to the application deadline. Applicants using dial-up connections should be aware that transmission will take some time before Grants.gov receives it.
- c. Grants.gov will provide either an error or a successfully received transmission message. The Grants.gov Support desk reports that some applicants abort the transmission because they think that nothing is occurring during the transmission process. Please be patient and give the system time to process the application. Uploading and transmitting many files, particularly electronic forms with associated XML schemas, will take some time to be processed.
- d. Customer Support. The Grants.gov website provides customer support via (800) 518-GRANTS (this is a toll-free number) or through email at support@grants.gov. The customer support center is open from 7:00 a.m. to 9:00 p.m. Eastern time, Monday through Friday, except Federal holidays, to address Grants.gov technology issues. For technical assistance on program related questions, contact the number listed in Section VII, Agency Contacts.

E. Intergovernmental Review: This funding opportunity is not subject to Executive Order (EO) 12372, “Intergovernmental Review of Federal Programs”. Applicants subject to EO 12372 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.html>

H. Funding Restrictions: A cooperative agreement issued by the BLM Nevada State Office, signed by the BLM GMO, obligates the BLM funds. Notification of a successful proposal does not constitute authority to incur costs. Costs incurred prior to receipt of a signed cooperative agreement may not be reimbursed. Once the cooperative agreement for a successful proposal has been signed by the BLM GMO, the recipient may incur costs as specified in their proposed and approved budget submittal.

SECTION V. APPLICATION REVIEW INFORMATION CRITERIA (by order of importance)

A. Evaluation Criteria:

1. Technical Approach.

- a. The project design contains enough detail to show the development of the project and the relationship between the partners, milestones, and goals. The roles and responsibilities of each partner are clearly articulated. The milestones are clear, and supported by a well thought-out schedule that supports the work to be accomplished for the duration of the project.
- b. The proposed project’s importance/relevance and applicability are tied to the program goals. Is there value and importance to the program goals?
- c. The work plan objectives are clear, suitable, and feasible with respect to the following:

- (1) Techniques, procedures, and methodologies;
 - (2) Expected results or outcomes; and
 - (3) Procedures for evaluating project efficacy, including fixed performance indices with probabilities for obtaining them.
- d. The project proposal work plan is designed to sustain wild horses in good health in a natural setting, as well as train and promote adoption of wild horses. Describe technical expertise which will produce a successful outcome.
2. Qualifications, Experience, Past Performance:
- a. The qualifications and experience of the organization are evident, and appear to be adequate to achieve project goals and objectives.
 - b. The qualifications and experience of the Project Director/Principal Investigator to be assigned for direct work on the project are evident, and appear to be adequate to achieve project goals and objectives and will be available for work on this agreement.
 - c. The applicants past and current assistance awards show they have completed project goals.
 - d. The applicant has or will within 90 days of receipt of Award, attend training on Federal Financial Assistance. The GMO can provide recommended training sources.
3. Budget.
- a. The budget line items are appropriate, reasonable, allowable, well justified and commensurate with the level of effort needed to accomplish the project objectives.
 - b. The budget breakdown or narrative provides adequate justification for each budget category used. If equipment is requested by the applicant, is it fully justified and necessary for the performance and completion of the project?
 - c. The applicant and other counterparts cash and in-kind matching funds or contributions are acceptable.
4. Purpose, Objectives, and Relevance:
- a. The proposal adequately describes why the project is needed by the recipient.
 - b. The objectives are well defined, measurable, and realistic for the project's anticipated timeframe.
 - c. The benefits support the mission of the recipient and as well as a public benefit and can be tied to the BLM goal of reducing the number of horses on the range down to appropriate management levels within the herd management areas, and maintaining that level to assure the horses and the range remain in good condition.

B. Review and Selection Process:

Proposals will be reviewed by the BLM personnel and site visits will be conducted for all applicants

whose application is being considered for award. 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 in writing within 5 days of notification of an unsuccessful proposal. The BLM reserves the right to not issue an award if it deems that applications/project plans submitted are not viable.

SECTION VI. AWARD ADMINISTRATION INFORMATION

A. Award Notices: If the applicant's proposal is selected for award, work cannot begin before the awardee receives a fully executed copy of the agreement approved by the GMO.

B. Administrative and National Policy Requirements:

1. Office of Management and Budget (OMB) Circulars. By accepting Federal assistance, your organization agrees to abide by the applicable OMB Circulars in the expenditure of Federal funds and performance under this program. <http://www.whitehouse.gov/omb/circulars/>.

(To view referenced CFRs put cursor on link and press control + click)

2 CFR Part 220 (OMB Circular A-21) - Cost Principles for Educational Institutions

2 CFR Part 225 (OMB Circular A-87) - Cost Principles for State, Local and Indian Tribal Governments

2 CFR Part 230 (OMB Circular A-122) - Cost Principles for Non-Profit Organizations

2 CFR Part 215 (OMB Circular A-110) - Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations

OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

2. This agreement incorporates the Standard Award Terms and Conditions found at the following Department of the Interior website as if they were given here: <http://www.doi.gov/pam/TermsandConditions.html>. Upon request, the GMO will provide the recipient a copy. Acceptance of a Federal Financial Assistance award from the Department of the Interior (DOI) carries with it the responsibility to be aware of and comply with the terms and conditions of award. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means. Awards are based on the application submitted to, and as approved by DOI, 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 25 Central Contractor Registration and Data Universal Numbering System](#)

[2 CFR Part 170 Reporting Subawards and Executive Compensation](#)

[2 CFR Part 175 Trafficking Victims Protection Act of 2000](#)

[43 CFR 12\(A\) Administrative and Audit Requirements and Cost Principles for Assistance Programs](#)

[43 CFR 12\(E\) Buy American Requirements for Assistance Programs](#)

[43 CFR 12\(C\) Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local](#)

[43 CFR 12\(F\) Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, other Non-Profit and Commercial Organizations](#)

[43 CFR 43 Government-Wide Requirements for a Drug-Free Workplace](#)

[2 CFR Part 1400 Government-Wide Debarment and Suspension \(Nonprocurement\)](#)

[43 CFR 18 New Restrictions on Lobbying](#)

3. Compliance With Buy American Act.

a. Notice: Pursuant to Sec. 307 of the Omnibus Consolidated Appropriations Act of 1997, Public Law 104-208, 110 Stat. 3009, please be advised of the following: 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.

b. Recipient agrees to follow the requirements in 43 CFR Part 12, Subpart E, Buy American Requirements for Assistance Programs.

4. Opposition to Any Legislation. In accordance with the Department of the Interior, Environment, and Related Agencies Act, 2006, Title IV, Section 402, No part of any appropriation contained in this Act shall be available for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete other than to communicate to Members of Congress as described in 18 U.S.C. 1913.

5. Endorsements.

a. 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.

b. All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer:

c. 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.

d. 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.

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

6. Retention and Access Requirements for Records. All recipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 43 CFR Subpart C, Section 12.82 for State, local and Indian tribal governments or Subpart F, Section 12.953 for institutions of higher education, hospitals, other non-profit and all other organizations.

7. Increasing Seat Belt Use. 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.

8. Prohibition on Text Messaging and Using Electronic Equipment Supplied by the Government while Driving. This executive order introduces a Federal Government-wide prohibition on the use of text messaging while driving on official business or while using Government-supplied equipment, driving company-owned or rented vehicles or GOV, or while driving POV when on official Government business or when performing any work for or on behalf of the Government.

9. Special Terms and Conditions.

a. 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) 43 CFR Part 12; (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.

b. Modifications.

(1) The agreement may be modified by written agreement signed by both the recipient's Authorized Representative and the GMO. Administrative changes (i.e. GMO name change, etc.) which do not change the project management plan, NTE amount, etc. or otherwise affect the recipient may be signed unilaterally by the GMO. Additionally, a unilateral amendment may be utilized if it should become necessary to suspend or terminate the agreement in accordance with 43 CFR, Subpart C, Section 12.83 for State, local and Indian tribal governments or Subpart F, Section 12.961 for institutions of higher education, hospitals, other non-profit and all other organizations.

(2) All other changes shall be made by means of a bilateral amendment to the agreement. No oral statement made by any person, or written statement by any person other than the GMO, shall be allowed in any manner or degree to amend or otherwise effect the terms of the agreement.

(3) All requests for amendment 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 GMO. 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 of a project is solely at the discretion of the BLM.

c. Budget and Program Plan Revision. The budget plan is the financial expression of the project or program as approved during the award process. Recipients are required to report deviations from budget and program plans and request prior approval for budget and program plan revisions. Recipients are not required to request prior approval for deviations among approved direct cost categories when the cumulative amount of the transfer is less than 10 percent of that cost category. However, the recipient must report any deviation to the GMO and Program Officer (PO).

d. Audit Requirements.

(1) Non-Federal entities that expend \$500,000 or more during a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and revised OMB Circular A-133, which is available at http://www.whitehouse.gov/omb/grants/grants_circulars.html. Federal awards are defined as Federal financial assistance and Federal cost-reimbursement contracts that non-Federal entities receive directly from Federal awarding agencies or indirectly from pass-through entities. They do not include procurement contracts, under grants or contracts, used to buy goods or services from vendors. Non-Federal entities that expend less than \$500,000 for a fiscal year in Federal awards are exempt from Federal audit requirements for that year, except as noted in A-133, §_215(a), but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office (GAO).

Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional audit requirements applicable to this agreement are found at 43 CFR 12.66 or 43 CFR 12.926, as applicable. General guidance on the single audit process is included in a pamphlet titled, "Highlights of the Single Audit Process" which is available on the internet at <http://www.dot.gov/ost/m60/grant/sincontact.html>. Additional information on single audits is available from the Federal Audit Clearinghouse at <http://harvester.census.gov/sac/>.

e. Metric Conversion. All performance and final reports, other reports, or publications, produced under this agreement, shall employ the metric system of measurements to the maximum extent practicable. Both metric and inch-pound units (dual units) may be used if necessary during and transition period(s). However, the recipient may use non-metric measurements to the extent the recipient has supporting documentation that the use of metric measurements is impracticable or is likely to cause significant inefficiencies or loss of markets to the recipient, such as when foreign competitors are producing competing products in non-metric units.

f. Officials Not to Benefit. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share of this agreement, or to any benefit arising from it. However, this clause

does not apply to this agreement to the extent that this agreement is made with a corporation's general benefit.

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

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

h. Reimbursable Costs and Limitations.

(1) The recipient shall not incur costs or obligate funds for any purpose pertaining to operation of the program or activities beyond the expiration date stated in the agreement. The only costs which are authorized for a period of up to 90 days following the award expiration date are those strictly associated with closeout activities for preparation of the final report.

(2) The BLM's financial participation is limited. The BLM will only fund up to its share of those amounts requested in the project proposal and as are subsequently approved and funded in the agreement. The recipient shall not be obligated to continue performance under the agreement or to incur costs in excess of the costs set forth in the proposal and subsequent agreement. However, if the recipient chooses to expend funds in excess of the approved project budget, the recipient will be responsible to fund the excess without funding participation by the Bureau.

i. Inspection. The BLM has the right to inspect and evaluate the work performed or being performed under this agreement, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If BLM performs inspection or evaluation on the premises of the recipient or a subrecipient, the recipient shall furnish and shall require sub-recipients to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

j. Copyrights.

(1) For recipients subject to the administrative standards set forth in OMB Circular A-110, the following copyright provision, as implemented by 43 CFR 12.936(a), shall apply:

“The recipient may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under an award. The Federal awarding agency(ies) 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.”

(2) For recipients subject to the administrative standards set forth in OMB Circular A-102 and the Grants Management Common Rule, the following copyright provision, as implemented by 43 CFR 12.74, shall apply:

“The Federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

(a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and

(b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.”

k. Rights to Data. For recipients subject to the administrative standards set forth in OMB Circular A-110, the following provision, as implemented by 43 CFR 12.936(c), shall apply:

"The Federal Government has the right to:

(4) Obtain, reproduce, publish or otherwise use the data first produced under an award; and

(5) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.”

l. 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:

(a) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.

(b) 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.

(c) 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.

(d) 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.

(e) 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.

m. Performance Bond Requirements.

(1) Performance Bonds, the recipient shall furnish a performance bond, on Standard Form SF 1418, Performance Bond for Other Than Construction Contracts, in the amount of \$100,000 for the protection of the Government in the event this cooperative agreement is terminated before the agreement

expiration date. Substitute the word "contract" with the word "cooperative agreement" wherever it occurs on the SF 1418.

(2) The recipient shall furnish all executed bonds, including any necessary reinsurance agreements to the Grants Management Officer within 20 days after agreement award, but in any event, before starting work.

(3) The submitted bond shall be obtained from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR Part 223, "Surety Companies Doing Business with the United States."

(4) The performance bond shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in the Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or in accordance with the Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register, or may be obtained from the:

U.S. Department of Treasury
Financial Management Service
Surety Bond Branch
3700 East West Highway, Room 6F01
Hyattsville, MD 20782
Or via the internet at <http://www.fms.treas.gov/c570/>

n. DUNS Number and Central Contractor Registration (CCR). Prior to award the Recipient shall register and maintain their own information with Dun & Bradstreet and the Central Contractor Registration System.

1. Obtain a valid Data Universal Numbering System (DUNS) number from Dun & Bradstreet @ <http://www.dnb.com>/or by calling them at 800-333-0505.

2. Register on the Central Contractor Registration System (CCR) @ <http://www.ccr.gov>

o. Payments.

(1) Financial Management Service's (FMS), Automated Standard Application for Payment (ASAP) System. If recipient is registered in ASAP payments will be made through that system.

(2) Payments will be made by the United States Department of Treasury, FMS, ASAP system. ASAP is a recipient-initiated, on-line payment and information system for Financial Assistance Agreements that is recipient initiated. The recipient will request federal funds that are due directly from the Federal Reserve Bank on a reimbursable basis.

(3) The ASAP Requestor ID, furnished by the Department of Treasury, will be used to access the account to request reimbursement payments. The BLM GMO will create an ASAP Account ID unique to this agreement. The first nine characters will be the agreement number. The remaining three characters will identify BLM funding line items. Drawdown of funds will be taken from specific lines on this agreement. An amendment will be stamped to indicate the appropriate line number for the drawdown.

p. 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 C, Section 12.71 through 12.72 for State, local and Indian tribal governments or Subpart F, Section 12.930 through 12.937 for institutions of higher education, hospitals, other non-profit and all other organizations.

q. Liability. The BLM assumes no liability for any actions or activities conducted under this agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act [28 U.S.C. 1346(b), 2401(b), 2671 - 2680, as amended by P.L. 89-506, 80 Stat. 306]".

SECTION VII. REPORTING

A. Federal Financial Reports:

1. Reports of expenditures are required as documentation of the financial status of awards according to the official accounting records of the recipient's organization. The recipient shall submit a completed original and one copy of the quarterly SF 425, Federal Financial Report (FFR) (*Down load the form at: http://www.whitehouse.gov/OMB/grants/grants_forms.html*) to report the status of funds for this agreement. In addition include separately, detailed information of costs, by budget categories that reflects the approved SF 424A, Budget Information. The quarterly report(s) shall be sent to the GMO and are due 30 calendar days after the end of the quarterly reporting period. The recipient will report program outlays and program income on a cash basis.

2. An original and one copy of the final FFR is due to the GMO no later than 90 calendar days after the expiration or termination of this agreement.

3. Recipients who are placed on agency review, shall submit an original and one completed copy of the SF 425, Federal Financial Report, (*Down load the form at: http://www.whitehouse.gov/OMB/grants/grants_forms.html*) to report the status of funds for each payment requested before reimbursement payments are made. In addition include separately, detailed information of costs, by budget categories that reflects the approved SF 424A, Budget Information. This does not relieve the recipient of the quarterly FFR requirement unless reimbursement is only requested on a quarterly basis.

4. The GMO may review the report for patterns of cash expenditures, including accelerated or delayed drawdowns, and to assess whether performance or financial management problems exist. Before submitting FFRs to the GMO, grantees must ensure that the information submitted is accurate, complete, and consistent with the grantee'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 agreement documents, and represents a claim to the Federal government. Filing a false report may result in the imposition of civil or criminal penalties.

B. Performance Reports

1. Recipient shall submit an annual performance report(s) to the GMO within 30 days after the end of the fiscal year. The performance report must be prepared in accordance with 43 CFR, Subpart C, Section 12.80 for State, local and Indian tribal governments or Subpart F, Section 12.951 for institutions of higher education, hospitals, other non-profit and all other organizations. The performance report shall include a narrative summary both of completed activities and activities in progress, a calculation of percent of completed work based on work identified in the Project Management Plan, the reason for slippage if objectives or milestones are not met, a prediction of future activities and how they will be accomplished,

and a discussion of issues and problems which may impact the ability to complete the work on time. Recommendations to overcome problems shall also be provided.

2. In lieu of the fourth quarter performance report an annual program performance report shall be submitted at the end of each year of the agreement. An original shall be submitted to the GMO no later than 90 days following the end of each year of the agreement.

3. Copies of this report may be required to be included with any application for continuing support of the agreement

4. An original of the final program performance report shall be submitted no later than 90 days following the expiration or termination of the agreement.

C. **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 withholding of future awards.

SECTION VIII. DEFINITIONS

- A. **Agreement**: An Agreement is financial assistance provided by the Federal Government that provides support or stimulation to accomplish a public purpose.
- B. **Authorized Representative**: The Authorized Representative is the individual identified by the recipient and authorized to act for and to assume the obligations imposed by the Federal laws, regulations, requirements, and conditions that apply to this Agreement.
- C. **Bureau of Land Management (BLM)**: The Federal Government agency responsible for this Agreement. The BLM may also be referred to as Bureau.
- D. **Code of Federal Regulations (CFR)**: A Governmental codification of the permanent rules published in the Federal Register. The CFR is on-line at: <http://www.gpoaccess.gov/cfr/index.html>. 43 CFR Part 12, Administrative and Audit requirements and Cost Principles for assistance programs.
- E. **Eco-sanctuary**: A place of safety providing a natural and healthy habitat for excess wild horses where they will be properly cared for, yet allowed to roam freely, while conserving the environment and ecology of the lands. An eco-sanctuary offers the public the opportunity of engaging with the cultural heritage of wild horses through public outreach, to include adoption and training opportunities, and creation of economic opportunities for local communities.
- F. **Federal Financial Report (FFR- SF425)**: The required reporting of all funds for all non-construction projects or programs.
- G. **Fiscal Year (FY)**: The Federal fiscal year begins on October 1 and extends through September 30 of the following calendar year.
- H. **Recipient**: The entity in receipt of the Federal financial assistance.

- I. **Grants Management Officer (GMO)**: The BLM Grants Management Officer authorized to obligate funds, award, modify, terminate, and administer this Agreement.
- J. **Partnership Entity**: The entity in receipt of the Federal financial assistance.
- K. **Not-to-Exceed (NTE) Amount**: The maximum amount of Federal funding available to the recipient for reimbursement. The amount (including modifications) will appear on Page 1 in Block 13 of the award instrument.
- L. **Office of Management and Budget (OMB)**: The OMB issues policy and guidelines to Federal agencies to promote efficiency and uniformity in Government Activities. On-line OMB Circulars (and Standard Forms) are at: www.whitehouse.gov/omb/grants/index.html.
- M. **Program Officer (PO)**: The PO is the BLM representative designated to administer the technical aspect of this Agreement. The PO works closely with the Project Director/Principal Investigator (PD/PI) and to clarify technical requirements, review and approve work within the scope of this Agreement. The PO reviews FSRs, payment request and performance reports, as well as, recommends approval for changes and payments to the GMO. The PO is NOT authorized to issue changes, modifications, or obligate funds on behalf of the BLM in any way.
- N. **Project**: The term Project refers to the Project title and description identified on Page 1 in Block 10 of the award instrument.
- O. **Project Director/Principal Investigator (PD/PI)**: The PD/PI is the recipient's technical leader, designated by the recipient to oversee and direct the Project. The PD/PI is the point of contact for the PO for issues such as technical requirements and questions regarding work within the scope of the Agreement.
- P. **Quarter or Quarterly**: This refers to a three (3) month period of time, coinciding with the federal fiscal year which begins Oct 1 of each year.

SECTION IX. TERM OF AGREEMENT:

Award of funds will be through a cooperative agreement which will become effective on the date of signature of the BLM GMO and will remain in effect for five years unless terminated in accordance with the provisions of 43 CFR, Subpart F, Section 12.961 and 43 CFR, Subpart C, Section 12.83 and 12.84.

SECTION X. FINANCIAL SUPPORT

- A. **Agreement**: An agreement shall be funded each FY based on the availability of BLM funding. The recipient hereby releases the BLM from all liability due to failure of Congress to appropriate funds for the agreement.
- B. **Obligated Funds**: Funds obligated but not expended in one FY can be carried forward and expended in the subsequent FY.
- C. **Estimated Funding Amount**: Each project amount represents the estimated not-to-exceed (NTE) amount for which the BLM will be responsible under the terms of the agreement. The BLM shall not be obligated to pay for nor shall the recipient be obligated to perform any effort that will require the

expenditure of Federal funds above the NTE amount.

- D. Cost Sharing:** Cost sharing for the agreement shall be in accordance with 43 CFR Subpart C Section 12.64 or Subpart F Section 12.923.
- E. Program Income:** Program income for the agreement shall be in accordance with 43 CFR, Subpart C Section 12.65 or Subpart F, Section 12.924.

SECTION XI. AGENCY CONTACTS

A. For questions submit in writing, no later than July 18th, 2012:

Bureau of Land Management, Susan Kaller, Grants and Agreements Specialist, 1340 Financial Blvd., Reno, NV 89502-7147, Fax: (775) 861-6624, email: Skaller@blm.gov

B. Alternate:

Bureau of Land Management, Eddie Bell, Grants and Agreements Specialist, 1340 Financial Blvd., Reno, NV 89502-7147, Phone 775-861-6435; Fax (775) 861-6624 email: Ebell@blm.gov

-- END OF PROGRAM ANNOUNCEMENT --

ATTACHMENT A

U.S. DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT CERTIFICATION FOR FEDERAL ASSISTANCE

Certification Regarding Lobbying - Certification for Contracts, Grants, Loans, and Cooperative Agreements. Applies to recipients of awards exceeding \$100,000.

This certification is required by Section 1352, title 31, U.S. Code, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions."

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 any agency, a Member of Congress, an 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 & Date _____

Typed name and title _____

Applicant/Recipient _____

SECTION II. QUALIFICATIONS, EXPERIENCE, PAST PERFORMANCE

Describe who will carry out the project activities. List all project personnel, including consultants. Describe their responsibilities and the amount of time each will dedicate to the project. Briefly describe how their experience and qualifications are appropriate to successfully achieve the stated objectives.

ATTACHMENT C

SECTION III. BUDGET

This is a suggested format for the applicant to use for the detailed budget/costs breakdown. Each cost item should clearly show how the total charge for that item was determined. All major costs should be listed in budget categories similar to those listed below, and all cost items should be explained in the Budget Summary and Justification (Section 4).

A. SALARIES AND WAGES. Provide the names and/or titles of key project personnel.							
Name/Title of Position	Full Time Monthly Salary	% FTE	No. of Months	Grant Funds	Match / Cost Share (if any)	Third Party Share (if any)	Total
	\$			\$	\$	\$	\$
	\$			\$	\$	\$	\$
	\$			\$	\$	\$	\$
	\$			\$	\$	\$	\$
	\$			\$	\$	\$	\$
Subtotal				\$	\$	\$	\$

B. FRINGE BENEFITS. If more than one rate is used, list each rate and the wage or salary base.					
Rate	Salary or Wage Base	Grant Funds	Match / Cost Share (if any)	Third Party Share (if any)	Total
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
Subtotal		\$	\$	\$	\$

C. CONSULTANT/CONTRACTING FEES. This should include payments for professional and technical consultants participating in the project.						
Name and type of Consultant	# of Days	Daily Rate of Compensation	Grant Funds	Match / Cost Share (if any)	Third Party Share (if any)	Total
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
Subtotal			\$	\$	\$	\$

D. TRAVEL AND PER DIEM. For each trip, indicate the number of persons traveling, the total days they will be in travel status, and the total subsistence and transportation costs for that trip. Per diem rates shall not exceed maximum Federal rates. To view current Federal per diem rates, visit <http://www.gsa.gov/Portal/gsa/ep/channelView.do?pageTypeld=8203&channelId=-15943> and follow the links to per diem information.

From/To	No. of People	No. of Travel Days	Per diem (lodging and meals) per person per day	Total per diem (lodging and meals) for this trip	Transportation costs (airfare and mileage) per person	Total transportation costs (airfare and mileage) for this trip	Grant Funds	Match / Cost Share (if any)	Third Party Share (if any)	Total
			\$	\$	\$	\$	\$	\$	\$	\$
			\$	\$	\$	\$	\$	\$	\$	\$
			\$	\$	\$	\$	\$	\$	\$	\$
			\$	\$	\$	\$	\$	\$	\$	\$
			\$	\$	\$	\$	\$	\$	\$	\$
			\$	\$	\$	\$	\$	\$	\$	\$
			\$	\$	\$	\$	\$	\$	\$	\$
			\$	\$	\$	\$	\$	\$	\$	\$
Subtotal							\$	\$	\$	\$

E. SUPPLIES AND MATERIALS. Include consumable supplies and materials to be used in the project, listing each item and quantity individually. Include items of expendable equipment, i.e., equipment costing less than \$500 or with an estimated useful life of less than two years. Equipment costing more than that should be listed in the Other Costs category (Category G, below).

Item	# of items	Cost	Grant Funds	Match / Cost Share (if any)	Third Party Share (if any)	Total
			\$	\$	\$	\$
			\$	\$	\$	\$
			\$	\$	\$	\$
			\$	\$	\$	\$
			\$	\$	\$	\$
			\$	\$	\$	\$
Subtotal			\$	\$	\$	\$

F. SERVICES. This should include the cost of duplication and printing, long distance telephone calls, equipment rental, postage, and other services not previously listed.

Item	Method of Computation	Grant Funds	Match / Cost Share (if any)	Third Party Share (if any)	Total
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
Subtotal		\$	\$	\$	\$

G. OTHER COSTS. List equipment items in excess of \$500, and other items not previously listed. Note that equipment items worth less than \$500 or that have a useful life of less than 2 years must be listed in the Supplies and Materials category.

Item	Cost	Grant Funds	Match / Cost Share (if any)	Third Party Share (if any)	Total
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
Subtotal		\$	\$	\$	\$

H. INDIRECT COSTS. If indirect costs will be charged to the grant, complete the table below with your current approved indirect cost rate and the direct costs it will be applied to. A copy of your most recent indirect cost rate must be attached if indirect costs will be requested.

* The Direct Costs from items 1 -- 6 to which the indirect cost rate applies	Current Approved Indirect Cost Rate Percentage (%)	Indirect Cost Rate Amount
\$	%	\$

Budget Justification. Provide a brief narrative justification of all cost items, including matching funds, listed in the budget. Be specific and explain why these items are necessary to accomplish the grant objectives. If the project involves travel costs, include a brief summary of each trip (for example, Project Director and two students will fly from Hometown to Someplace and stay three days to examine Someplace Museum's collection). **Note: Travel is limited to this project only. If purchasing or renting computer equipment or other large budget items follow the procedures in 43CFR, Subpart C, Section 12.76 for State, local and Indian tribal governments or Subpart F, Section 12.940 through 12.948 for institutions of higher education, hospitals, other non-profit and all other organizations, as applicable.**

SECTION IV. PURPOSE, OBJECTIVES, AND RELEVANCE

A. Describe why the project is needed by the applicant.

B. Describe the applicant's objectives.

Describe how the applicant's objectives support their mission, benefits the public, and assists the BLM to achieve their goal of reducing the number of horses on the range down to appropriate management levels within the herd management areas, and maintain that level to assure the horses and the range remain in good condition.