

**FUNDING OPPORTUNITY
ANNOUNCEMENT (FOA)**

Funding Agency:
Department of the Army

Issue Date: 14 August 2023

Funding Instrument:
Funding Opportunity No.
Assistance Listing No:
Program Authority

Assistance Agreement
W9124A-23-2-0001
12.005
16 U.S.C. § 670a-670o

Application Due Date: 29 August 2023
12:00 PM Arizona time

Overview: Provide an exhaustive analysis of the archaeological collections and associated data from the Military Munitions Response Program Former Landmine Training Remediation Site on behalf of the United States Army Garrison Fort Huachuca, Arizona, Directorate of Public Works, Environmental and Natural Resources Division.

Estimated Total Funding: \$94,999.93

Estimated Number of Awards: 1

Contents of Full Text Announcement

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Contact Information: Questions relating to Grants.gov including the registration process and system requirements should be directed to the Grants.gov Contact Center at 1-800-518-4726. For assistance with the requirements of this Funding Opportunity Announcement, please contact the Assistance Specialist, Specialist Elizabeth Ferro, elizabeth.ferro.civ@army.mil.

Instructions to Applicants:

The complete Funding Opportunity Announcement, application forms, and instructions are available for download at Grants.gov.

Applications in response to this Funding Opportunity Announcement shall be submitted by the application due date. Applications may be submitted electronically via email or through Grants.gov.

Applicants shall have a Unique Entity Identification (UEI) number, registration with the System of Award Management (SAM), and registration with Grants.gov, if submitting application through Grants.gov.

See Section IV of the Funding Opportunity Announcement for complete application submission information.

Section I: Funding Opportunity Description

STATEMENT OF OBJECTIVES

FY23 Archaeological Evaluation- Military Munitions Response Program (MMRP)
Site Artifact Analysis
United States Army Garrison (USAG), Fort Huachuca, AZ

Project Ceiling \$94,999.93

1. PURPOSE

Provide an exhaustive analysis of surface archaeological collections and associated data in relation to known cultural resources as part of data recovery efforts for an unexploded ordnance (UXO) clean-up project.

a. Objectives

This Statement of Objectives (SOO) details the requirements of an exhaustive analysis of the archaeological collections and associated data from the Military Munitions Response Program (MMRP) Former Landmine Training Remediation Site (hereafter referred to as the MMRP site) on behalf of the USAG Fort Huachuca, Directorate of Public Works (DPW), Environmental and Natural Resources Division (ENRD).

2. MAJOR REQUIREMENTS AND TASKS

- a. The Recipient shall provide all permits, licenses, and bonds necessary to fulfill agreement requirements. The Recipient shall provide all labor, equipment, suppliers, supervision, transportation, operating supplies, and incidentals required to complete the tasks/subtasks. The Recipient shall assign a member or employee known as the Project Manager. This individual shall oversee the management of the entire project, administer all instructions from the Government and answer or obtain answers to all questions from the Government during and after the work.
- b. The objectives of the work effort are to provide an exhaustive analysis, interpretation and appropriate curation or disposal of the archaeological collections and associated data from the MMRP Site. Meeting these objectives will require creation of maps, spatial analysis, inventory and in-depth analysis of the archaeological collections, and reports from the project. The work will be accomplished by an archaeologist or historic preservation specialist with military archaeology experience.

c. Tasks

i. Meetings

The Recipient shall attend meetings via conference call or in person. The Recipient can also contact the CRM/AOR any time during the project with questions or concerns during the duration of the project.

- Kick-Off meeting/conference call - The Recipient, Assistance Officer, and the Fort Huachuca Cultural Resources Manager (CRM), who shall be the Agreements Officer's Representative (AOR), shall discuss project details and documentation standards, reporting standards, schedule, and deliverables for all Tasks.
- Workgroup meetings as requested by Recipient.

ii. **Task One—Inventory and Analysis**

The Recipient shall thoroughly review all documentation provided by the Government related to the project. The data shall be provided digitally over DOD-SAFE with rest of previous project documentation. The Recipient shall protect the Government data while it is in their possession. This will include:

- Bristol Environmental Solution's daily record of reports, photographs, field notes, and maps.
- ENRD's daily digital journal and field notes from UXO surface clearances conducted from February-April 2022.

Inventory

The Recipient shall conduct in-depth research on the artifact collection (surface and subsurface) and associated documentation as noted above to create an exhaustive inventory. The Recipient shall provide this information to the CRM/AOR in the format of an Excel spreadsheet and include a complete inventory appendix in the final report. The CRM/AOR shall provide the Recipient with an Excel spreadsheet with desired information to be filled out.

Surface Clearance Collection. All artifacts collected during the UXO surface clearance shall be thoroughly documented during the inventory process. Some analysis and research may be required to identify artifacts.

Subsurface Clearance Collection. ENRD collected several artifacts during the subsurface UXO clearance. These artifacts will be thoroughly analyzed and compiled into a separate inventory for analysis.

Analysis

The Recipient shall research and analyze all artifacts. Metal artifacts may be dry brushed if necessary for further analysis. Specific attention should be paid to diagnostic and unique artifacts such as but not limited to, cans, field equipment (tent poles, vehicle components, cot parts, etc.), cartridge casings, and any objects classified as "indeterminate."

The Recipient shall not spend an exhaustive amount of time analyzing artifacts deemed modern or that will not contribute to the overall analysis. This includes but is not limited to, animal shoes, modern cans, and debris, crushed miscellaneous metal, rebar, pipes, etc.

Surface Clearance Collection. The Recipient shall provide the CRM/AOR with narrative analysis completed by tabular data, and a spatial analysis of the entire data set (both collected artifacts and non-collected artifacts) across temporal components. The Recipient will give the CRM/AOR specific recommendations on whether to curate permanently at ENRD or be formally deaccessioned per the new National Park Service (NPS) deaccessioning rule (NPS Museum Handbook, Part II, Chapter 6: Deaccessioning) any of the collections. The Recipient will be responsible for preparing any necessary documentation for ENRD to deaccession these objects, if applicable.

iii. Task Two- Reporting

Monthly Progress Reports and Schedule

The Recipient shall complete submit monthly progress reports to the CRM/AOR by the 10th of each month. The progress report shall indicate work performed and problems incurred during the month. Upon award, the Recipient's proposed schedule shall be incorporated into the agreement. The schedule shall show the proposed timeline to complete the tasks of the agreement. The schedule shall be updated and submitted by the 10th of each month and may be included with the request for payment. The schedule shall be revised to reflect modifications and other approved changes in scheduling in such a manner to permit easy tracking of any schedule revisions.

Draft Report

The Recipient shall complete a draft report on the results of the cultural resources inventory and analysis and submit it to the CRM/AOR for review. The CRM/AOR shall provide reporting standards and a report number. The report shall include, at minimum:

- Introduction

- Project Overview (description, purpose/ goals)

 - NOTE: State Historic Preservation Office (SHPO) no longer wants to see cultural histories. Rather, the resources should be framed in their historic context during the significance and evaluation discussion.

- Methods

- Inventory of all Collected and Recorded Artifacts

- Spatial Analysis

- Discussion and Interpretation

- Recommendations (expanding site boundaries or other management recommendations)

- References Cited

The report shall include maps at appropriate scales, tables, and photographs to complement the text. The Recipient shall provide the draft report to the CRM/AOR in a Microsoft Word Document format for review and respond to all comments received. If there are extensive comments, a second review may be required within the established

period of performance. The final draft should be submitted in Microsoft Word Document format and Adobe PDF format.

In conjunction with the draft report, the Recipient shall submit all project specific documents produced through analysis, to include Geospatial Information Systems (GIS) data or maps derived from the work effort.

Final Report and Deliverables

Once the Recipient addresses all the CRM/AOR’s comments, the Recipient shall finalize the report and deliverables. The report shall be glue-bound (for reports over 100 pages) or spiral-bound (for reports under 100 pages). The Recipient shall submit electronic deliverables to the CRM/AOR on a single archival quality DVD. If DVD is too small to hold all project documentation, the Recipient shall coordinate with the CRM/AOR for an appropriate alternative. The following deliverables are required:

- Five (5) copies of bound report
- Project Geodatabase in Fort Huachuca and Army SDSFIE 4.02 format
- One (1) hard copy and one (1) electronic copy of Fort Huachuca site forms for each site involved
- Electronic copy of report in Word and PDF formats
- Electronic copies of all photographs, photo logs, and any additional data (such as field notes) collected or created during the project

3. REPORTS AND DELIVERABLES

Task	Deliverable	Details
Meetings	Kick-off	Within 30 calendar days of award
Reports	Progress Report and Schedule Report	By 10th of each month
Task One	Inventory and Analysis	Within 10 months of award
Task Two	Draft and Final Report and Deliverables	Draft: Within 14 months of award Final Draft Due: Within 17 months of award All Deliverables: Within 18 months of award

4. SITE SCHEDULING, ENTRY, AND SECURITY

- a. Coordinate with the CRM/AOR before any types of activities are conducted on Fort Huachuca. If site access is preferred for photography, ground truthing of features, and spatial orientation purposes it should be coordinated early with the CRM/AO as the site is under restricted access policy.
- b. Access and general protection/security policy and procedures. This standard language is for Recipient employees with an area of performance within Army controlled installation, facility, or area. All Recipient personnel performing on U.S. Government facilities or installations (on a regular basis for a period of six months or more) and/or require access to U.S. Government Information Technology (IT)

systems must be eligible and/or vetted for a CAC IAW Army Sustainment Command (ASC) CG policy 380-13. All Recipient personnel must, at a minimum, have a favorably adjudicated Tier 1, or an equivalent or higher, investigation IAW Homeland Security Presidential Directive-12 (HSPD-12). The Recipient must have a pre-hiring system in place to ensure probability and eligibility to receive a favorably adjudicated Tier 1.

Recipients that do not require a CAC must, at a minimum, have a favorably adjudicated Tier 1, or an equivalent, investigation IAW Homeland Security Presidential Directive-12 (HSPD-12). All applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by Government representative), or at OCONUS locations, in accordance with status of forces agreements and other Theater regulations shall be complied with.

Upon notice to proceed the Recipient will provide the name, telephone number, and e-mail contact information for their Facility Security Officer (FSO) or Security POC through the AO to the ASC G2 Recipient Background Investigation Management (Recipient BIM) Program. The Recipient BIM will contact the FSO/POC and provide specific instructions on the electronic submission of background investigations (SF 85 and FD 258 Fingerprint Card) in accordance with HSPD-12 and Defense Counterintelligence and Security Agency (DCSA) guidance. The Recipient BIM will provide verification of existing investigations for personnel transitioning from other assistance agreements.

Recipient workforce must comply with all personal identity verification requirements (FAR clause 52.204-9, Personal Identity Verification of Recipient Personnel) as directed by DOD, HQDA and/or local policy. In addition to the changes otherwise authorized by the changes clause of this assistance agreement, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in Recipient security matters or processes.

- c. DoD Facility and Installation Access. Recipient and all associated subrecipients employees shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (TSDB) (Army Directive 2014-05/AR 190-13), applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative), or, at OCONUS locations, in accordance with status of forces agreements and other theater regulations.

5. TRAINING

- a. AT Level I Training. This standard language is for Recipient employees with an area of performance within an Army controlled installation, facility or area. All Recipient employees, to include subrecipient employees, requiring access Army installations, facilities and controlled access areas shall complete AT Level I awareness training within 30 calendar days after assistance agreement start date or effective date of incorporation of this requirement into the assistance agreement, whichever is applicable and annually thereafter. The shall submit certificates of completion for each affected Recipient employee and subrecipient employee, to the CRM/AOR or to the

Assistance Officer, if a CRM/AOR is not assigned, within 05 calendar days after completion of training by all employees and subrecipient personnel. AT level I awareness training is available at the following website: <http://jko.jten.mil>

- b. iWATCH Training. This standard language is for Recipient employees with an area of performance within an Army controlled installation, facility or area. The Recipient and all associated subrecipients shall brief all employees on the local iWATCH program (training standards provided by the requiring activity ATO). This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the CRM/AOR. This training shall be completed within 30 calendar days of assistance agreement award and within 05 calendar days of new employees commencing performance with the results reported to the CRM/AOR NLT 30 calendar days after assistance agreement award. Training Information can be found at https://www.lrn.usace.army.mil/Portals/49/docs/Security/iWatch_USACE%20Contractors%2024AUG20.pdf
- c. OPSEC Training. Per AR 530-1 Operations Security, the Recipient employees must complete Level I OPSEC Awareness training. New employees must be trained within 30 calendar days of their reporting for duty and annually thereafter. OPSEC Awareness for Military Members, DoD Employees and Recipients is available at the following website: <http://cdsetrain.dtic.mil/opsec/index.htm>. The Recipient shall submit certificates of completion for each affected Recipient employee and subrecipient employee, to the CRM/AOR or to the Assistance Officer, if a CRM/AOR is not assigned, within 05 calendar days after completion of training by all employees and subrecipient personnel.

6. SAFETY

Recipients, and all associated Subrecipients shall attend Government-provided area of responsibility specific safety training. Specific Government-provided area of responsibility training content is directed by the Commander, with the CRM/AOR being the local POC.

Recipient personnel shall comply with all (including local) applicable security and safety regulations, guidance, and procedures in effect at all work sites. Recipient personnel shall also comply with all safety and security references in this SOO. The Government will provide a copy of regulations when requested and will provide access for reviewing regulations during normal business hours.

All Recipient operations and personnel must comply with OSHA, DoD, DA, state, and local safety regulatory requirements and policies.

7. RECIPIENT VEHICLES

- a. Motor Vehicle Operators: Recipient personnel operating motor vehicles on the installation shall have a valid state operator's license for the category of vehicle being operated, shall comply with AR 190-5 (Motor Vehicle Traffic Supervision and the Installation Traffic and Mobilization Plan) regarding motor vehicle use on the installation.

- b. **Vehicle Operator Certification & License:** The Recipient shall operate motor vehicles in accordance with AR 190-5, AR 385-10, AR 600-55, AR 58-1, and Department of Defense Directive - DOD 4500.36- 5 (Management, Acquisition, and Use of Motor Vehicles), and Revised AR 600-55 (ALARACT 242/2011), DOD Recipient personnel shall comply with licensing requirements of the state and local motor vehicle laws. DOD Recipient employees assigned to operate Recipient vehicles and equipment in the performance of this assistance agreement shall be certified, by the Recipient and at the Recipient's expense, as being fully qualified to operate the vehicles or equipment. The Prime Recipient shall document all operator qualifications and provide this documentation to the CRM/AOR before any assistance agreement employee engages in any mode of equipment operation. The CRM/AOR shall retain operator documentation in the assistance agreement file.
- c. **Driver Safety:** The Recipient shall provide passenger and heavy equipment vehicle driver safety orientation, including refresher training on traffic rules, safe driving procedures, seasonal hazards, and related matters to Recipient personnel who operate Recipient vehicles and equipment prior to their operating the vehicles.
- d. **Company Name:** The company name shall be displayed on each of the Recipient's vehicles and trailers in a manner and size that is clearly visible.
- e. **Electric Vehicles:** Recipients shall follow Government policy related to Electric vehicle recharging stations.

8. INTELLECTUAL AND DATA RIGHTS

The Government shall have unlimited data rights in all data and materials gathered and developed in the performance of this work pursuant to FAR 52.227-14 which is incorporated into this assistance agreement by reference. Such data developed in the performance of this assistance agreement shall be the property of the U.S. Army. Release of this data to third parties is subject to approval by the Assistance Officer. All data and materials associated with this agreement shall be returned to the Government at the completion of this agreement.

9. PUBLIC AFFAIRS

The Recipient shall not make available to the news media or publicly disclose any data generated in the performance of this work. When approached by the news media, the Recipient shall refer them to the Fort Huachuca Public Affairs Office for response. See the Fort Huachuca Restriction of Imagery and Photography Activities Policy 23-45 at https://home.army.mil/huachuca/application/files/7816/6680/8803/Policy_23-45_-_Restriction_of_Imagery_and_Photography_Activities_on_Fort_Huachuca.pdf or email the Public Affairs Office at usarmy.huachuca.id-training.mbx.pao@army.mil for additional information. The Recipient is responsible for understanding and complying with "What are the guidelines for commercial use of imagery?" on the Army.mil FAQ page at <https://www.army.mil/faq/#public-affairs>.

10. GOVERNMENT FURNISHED MATERIAL

Fort Huachuca will not provide any Government furnished materials for project development and implementation.

11. PERIOD OF PERFORMANCE

The period of performance is 18 months from the date of award with a base period only.

12. POINTS OF CONTACT (POCs)

The Recipient shall coordinate directly with the CRM/AOR listed below. The CRM/AOC for FY23 Archaeological Evaluation—MMRP Site is the Cultural Resources Manager, Stanislava Romih, Stanislava.romih.civ@army.mil, and the Back-up CRM/AOR is Marty Tagg, martyn.d.tagg.civ@army.mil.

Assistance Agreement questions should be addressed to the Assistance Officer Karen Billick, karen.e.billick.civ@army.mil and Assistance Specialist Elizabeth Ferro, elizabeth.ferro.civ@army.mil.

Correspondence should be addressed as follows:

Stanislava Romih, AMIM-HUP-E
Cultural Resources Manager
DPW, ENRD
3040 Butler Rd. Building 22526
Fort Huachuca, AZ 85613

Phone: 520-533-5215

Email: Stanislava.romih.civ@army.mil

13. AUTHORITY

The authority for this requirement is IAW 32 CFR 22.210 Sikes Act 16 USC 670a-670o Conservation Programs on Military Installations.

14. ASSISTANCE LISTING (AL)

IAW 2 CFR 200.202 Program planning and design, (AL) 12.005 Conservation and Rehabilitation of Natural Resources on Military Installations was assigned prior to posting Notice of Funding Opportunity.

15. ORDER OF PRECEDENCE

This Agreement is subject to the laws and regulations of the United States. Any inconsistency or conflict in the terms and conditions specified in this Agreement shall be resolved according to the following order of precedence:

- a. The Federal statute authorizing this award, or any other Federal statutes directly affecting performance of this Agreement.

- b. Title 2 Code of Federal Regulations (CFR) Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and 32 CFR Subchapter C - DoD Grant and Agreement Regulations (DoDGARs).
- c. These general terms and conditions.
- d. Other terms and conditions contained within the Agreement and any attached schedules.
- e. In case of disagreement with any requirements of this award, the Recipient shall contact the Assistance Officer to resolve the issue. The Recipient shall not assess any costs to the award or accept any payments until the issue is resolved.

16. GENERAL DEFINITIONS

- a. Assistance Administrator has authority to administer Agreements and, in coordination with the Assistance Officer, make determination and findings related to delegated administrative functions.
- b. Cooperative Agreement means a legal instrument of financial assistance between a Federal awarding agency and a recipient or a pass-through entity and a subrecipient that, consistent with 31 USC 6302–6305. See full definition in 2 CFR 200.1.
- c. Assistance Officer is the Government's principal point of contact for all administrative, financial, or other non-technical issues arising under the Agreement. The Assistance Officer is authorized to provide approval, receive reports, modify, or change the terms of the Agreement, provide funds under the Agreement or take any other action under the Agreement except for deciding an appeal of a dispute under this Agreement and any other action delegated to a specific person by the Agreement.
- d. Installation means a base, camp, post, station, yard, center, or other activity under the jurisdiction of the Secretary of a military department in accordance with 10 USC 2801(c)(04).
- e. Parties means, for purposes of this Agreement, the United States Army and the Recipient.
- f. Recipient means an entity, usually but not limited to non-Federal entities that receives a Federal award directly from a Federal awarding agency. The term recipient does not include subrecipients or individuals that are beneficiaries of the award.

17. SERVICES

Each party, to the extent feasible, will commence work towards accomplishment of project tasks using available resources upon the date of execution of this Agreement and continue to do so for the duration of the period of performance or until all available funding is exhausted, whichever occurs earlier. If the Recipient to this Agreement is unable to provide such services in the absence of additional funding, the Recipient shall notify the Assistance Officer to determine whether there is a need to modify or amend this Agreement.

18. FUNDING

- a. The maximum funding limitation for the Army is the amount specifically obligated by this Agreement or amendment/modification thereto.
- b. Funding allocations to the Recipient will be made by administrative amendment/modification to this CA.
- c. The Recipient acknowledges that they can make no binding commitment dependent on Army funds until funds are obligated against the Agreement.

- d. All Army funds to be contributed through this Agreement shall be considered obligated upon signature of the Assistance Officer through amendments to the Agreement.

19. PAYMENT

- a. Payment will be made using Wide Area Workflow (WAWF). The WAWF system is the method to electronically process payment requests and validate invoices/receiving reports.
- b. The Recipient should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>
- c. The recipient shall submit payment requests electronically using a 2in1 invoice in WAWF at the website: <https://piee.eb.mil/piee-landing/>. WAWF is a secure site that facilitates electronic payment. The recipient shall self-register at the website and coordinate questions and/or issues with the AOR WAWF helpdesk at 866-618-5988, if assistance is needed. Recipients may also need to register on the SAM website (<https://sam.gov>).
- d. The Recipient shall use the information in the following table to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system:

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	
Issue By DoDAAC	
Admin DoDAAC**	
Inspect By DoDAAC	
Ship To Code	
Ship From Code	
Mark For Code	
Service Approver (DoDAAC)	

- e. The Recipient shall maintain adequate records to account for Federal funds received under this Agreement. Upon completion or termination, whichever occurs earlier, the Recipient shall furnish to the Assistance Administrator a copy of the final financial report.

20. GENERAL PROVISIONS

- a. Successors and Assigns. This Agreement may not be assigned by a party without the express written consent of the other parties. All covenants made under this Agreement shall bind and inure to the benefit of all successors and assigns of the parties whether or not expressly assumed or acknowledged by such successors or assigns.
- b. Execution. This Agreement is executed based upon a duly authorized representative of all the parties signing the Agreement.

21. ADMINISTRATIVE AND COST PRINCIPLES

The following administrative and cost principles, as applicable, effective the earlier of:

- a. The start date of this Agreement; or

- b. The date on which the Recipient incurs costs to be assessed by the Agreement, are incorporated as part of this Agreement by reference:
 - i. Office of Management and Budget Guidance for Agreements and Agreements, 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
 - ii. DoD Grant and Agreement Regulations (DoD 3210.6-R) and the applicable uniform policies and procedures for Agreements awarded under DoD components.
- c. Retention and Examination of Records. Financial records, supporting documents, statistical records and all other records or microfilm copies pertinent to this Agreement shall be retained for a period of three years.
- d. Sub-awards, Contracts and Sub-contracts. The applicable federal cost principles and requirements for subawards, contracts and subcontracts under this Agreement shall be those otherwise applicable to the type of organization receiving the sub-award contract or sub-contract.

22. NATIONAL POLICY REQUIREMENTS

The Recipient agrees that no person shall be denied benefits or otherwise be subjected to discrimination in connection with, performance under this Agreement, on the grounds of race, religion, color, national origin, sex or handicap. By signing this Agreement, the Recipients assure that they will comply with applicable provisions of the following national policy requirements:

- a. Executive Order 11246, Employment discrimination and equal opportunity (41 CFR, Part 60).
- b. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d, et seq.), as implemented by DoD regulations at 32 CFR Part 195.
- c. Age Discrimination Act of 1975 (42 USC § 6101, et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR Part 90.
- d. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794), as implemented by Department of Justice regulations at 28 CFR Part 41 and DoD regulations at 32 CFR Part 56.
- e. Clean Air Act (42 USC § 7401, et. Seq.) and Clean Water Act (33 USC § 1251, et. seq.), as implemented by Executive Order 11783 [3 CFR, 1971-1075 Comp., p. 799] and Environmental Protection Agency rules at 40 CFR Part 15.
- f. National Environmental Policy Act (NEPA, at 42 USC § 4231, et. seq.). In such cases, the Recipient agrees to take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until the agency provides written notification of compliance with the environmental impact analysis process.
- g. National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 USC 4001, et. seq.).

23. LOBBYING

- a. The Recipient agrees that it will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following covered Federal actions: 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.

- b. The Final Rule, New Restrictions on Lobbying, issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28) to implement the provisions of 31 USC § 1352, is incorporated by reference.

24. OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress, or resident commissioner, shall be admitted to share any part of this Agreement or to any benefit arising from it, in accordance with 41 USC § 22.

25. DRUG-FREE WORK PLACE

- a. The Recipient agrees that it will comply with the provisions of the Drug-Free Work Place Act of 1988 (41 USC § 701 et seq.) and maintain a drug-free workplace.
- b. The Final Rule, Government-Wide Requirements for Drug-Free Workplace (Agreements), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 182) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference, and the Recipient covenants and agrees to comply with all their provisions, including any amendments to the Final Rule that may hereafter be issued.

26. TRAFFICKING VICTIMS

Trafficking Victims Protection Act of 2000, as amended (TVPA) (22 USC § 7104(g)) Section 106(g) states: "any grant, contract or cooperative agreement provided or entered into by a Federal department or agency under which funds are to be provided to a private entity, in whole or in part, shall include a condition which authorizes the department or agency, to terminate the grant, contract or cooperative agreement, without penalty, if the Recipient or any subRecipient (i) engages in severe forms of trafficking in persons or has procured a commercial sex act during the period of time that the grant, contract or cooperative agreement is in effect, or (ii) uses forced labor in the performance of the grant, contract, or cooperative agreement."

27. CERTIFICATIONS

By signing this Agreement, the Recipient endorses that the following certifications have been provided: Appendix A to 32 CFR Part 25 regarding debarment, suspension and other responsibility matters; Appendix C to 32 CFR Part 25 regarding drug free workplace requirements; Appendix A to 32 CFR Part 28 regarding lobbying. The above certifications do not apply to transactions in real property interests. They apply only to any other contracts written as a result of this Agreement, which are funded with federal funds obligated under this Agreement.

28. PURCHASE OF EQUIPMENT

If approved to purchase equipment for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, as a minimum, meet the following requirements:

- a. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the Federal Award Identification Number (FAIN)), who holds title, the acquisition date,

and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

- b. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
- c. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
- d. Adequate maintenance procedures must be developed to keep the property in good condition.
- e. If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

29. AGREEMENT ADMINISTRATION

Amendments or modifications to this Agreement shall follow these procedures:

- a. The party who wishes to amend this Agreement shall, upon reasonable notice of the proposed amendment to the other parties, confer in good faith with the other parties to determine the desirability of the proposed amendment.
- b. Amendments shall not be effective until a written amendment is signed by the agreement signatories, or their successors.

30. TERM OF THE AGREEMENT, SUSPENSION, & TERMINATION

- a. The term of this Agreement shall commence upon the effective date of this Agreement and continue for an eighteen (18) month base period.
- b. Either party, upon 45 calendar day notice to the other signatories to this Agreement, may terminate this Agreement.
- c. In the event of termination, all funds provided by the Army and not expended shall be returned to the Army. 32 CFR 32.61 and 32.62 address the suspension and termination of this Agreement.
- d. This Agreement can be extended if amended.
- e. This Agreement can be amended by the mutual consent of the parties. All except administrative amendments/modifications shall be executed in writing and signed bilaterally by each party to this Agreement.
- f. Administrative amendments may be unilaterally executed by the Assistance Officer.
- g. This Agreement constitutes the entire agreement between the parties as to its scope and subject matter. All prior negotiations, discussions and understandings concerning its scope and subject matter are by, and incorporated into, this Agreement.
- h. Change of Circumstances. Each party shall promptly notify the other party of any legal impediment, change of circumstances, pending litigation, or any other event or condition that may adversely affect the party's ability to carry out any of its obligations under this Agreement.
- i. Disagreements regarding issues concerning cooperative agreements between the Recipient and the Assistance Officer shall, to the maximum extent possible, be resolved by negotiation and mutual agreement at the Assistance Officer level. If agreement cannot be reached, the use of alternative dispute resolution (ADR) procedures may either be agreed upon by the Government and the Recipient in advance of the award or may be agreed upon at the time the parties determine to use ADR procedures. If the parties cannot agree on the use of ADR procedures, the Recipient can submit, in writing, a disputed claim or issue to the Assistance Officer. The Assistance Officer will consider the claim or disputed issue and prepare a written

decision within 60 calendar days of receipt. The Assistance Officer decision will be final; however, the Recipient may appeal the decision within 60 days after receipt of such notification. Appeals will be resolved by the Grant Appeal Authority Senior Contracting Official. The decision by the Grant Appeal Authority will be final and not subject to further administrative appeal. However, the Recipient does not waive any legal remedy, such as formal claims, under Title 28 USC 1492, by agreeing to this.

31. ENTIRE AGREEMENT

This Agreement inclusive of all attachments constitutes the entire Agreement between the parties concerning the subject matter hereof and supersedes any prior understandings or written or oral agreement relative to said matter.

32. WAIVER OF RIGHTS

Waiver of any requirement contained in this Agreement shall be by mutual agreement of the parties hereto. All waivers shall be reduced to writing and a copy of the waiver shall be provided to each party. Failure to insist upon strict performance of any of the terms and conditions hereof, or failure or delay to exercise any rights provided herein or by law, shall not be deemed a waiver of any rights of any party hereto.

33. LIABILITY

No party to this Agreement shall be liable to any other party for any property that the other party consumed, damaged, or destroyed in the performance of this Agreement, unless it is due to the negligence or misconduct of the party or an employee or agent of the party.

34. SEVERABILITY

If any clause, provision or section of this Agreement shall be held illegal or invalid by any court, the invalidity of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections herein and this Agreement shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained herein.

35. FORCE MAJEURE

Neither party shall be in breach of this Agreement for a failure of performance caused by any event beyond its reasonable control and not caused by the fault or negligence of that party. In the event such a force majeure event occurs, the party unable to perform shall promptly notify the other party and shall in good faith maintain such partial performance as is reasonably possible and shall resume full performance as soon as is reasonably possible.

36. NOTICES

All notices and prior approvals required hereunder shall be in writing and shall be addressed to the parties identified in Term of the Agreement, Suspension, and Termination above.

37. PROHIBITION ON USING FUNDS UNDER AGREEMENTS AND COOPERATIVE AGREEMENTS WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS

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

- a. The Recipient may not require its employees, Recipients, or sub Recipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- b. The Recipient must notify its employees, Recipients, or sub Recipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph 37a. of this award provision are no longer in effect.
- c. The prohibition in paragraph 37a. of this award provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- d. If the Government determines that the Recipient is not in compliance with this award provision, it:
 - i. Will prohibit the Recipient's use of funds under this award, in accordance with section 743 of Division E of the Consolidated and Further Continuing Resolution Appropriations Act, 2015, (Pub. L. 113-235) or any successor provision of law; and
 - ii. May pursue other remedies available for the Recipient's material failure to comply with award terms and conditions.

38. PROHIBITION ON AGREEMENTS FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

- a. Section 889 of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2019 (Public Law 115-232) prohibits the head of an executive agency from obligating or expending loan or grant funds to procure or obtain, extend, or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain the equipment, services, or systems prohibited systems as identified in section 889 of the NDAA.
- b. In accordance with 2 CFR 200.216 and 2 CFR 200.471, a Recipient and subrecipient are prohibited from entering into Agreements (or extending or renewing Agreements) with entities that use covered telecommunications equipment or services. This prohibition shall apply even if the contract is not intended to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services.
- c. For the purposes of this condition, covered telecommunications equipment or services means any of the following:
 - i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
 - ii. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

- iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or
 - iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the Government of a covered foreign country.
- d. Covered Foreign Country means the People's Republic of China.

39. PROHIBITION ON A BYTEDANCE COVERED APPLICATION

- a. Prohibition. Section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328), the No TikTok on Government Devices Act, and its implementing guidance under Office of Management and Budget (OMB) Memorandum M-23-13, dated February 27, 2023, "No TikTok on Government Devices" Implementation Guidance, collectively prohibit the presence or use of a covered application on executive agency information technology, including certain equipment used by Federal contractors. The Recipient is prohibited from having or using a covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Recipient under this Agreement, including equipment provided by the Recipient's employees; however, this prohibition does not apply if the Assistance Officer provides written notification to the Recipient that an exception has been granted in accordance with OMB Memorandum M-23-13.
- b. Sub Recipients. The Recipient shall insert the substance of this clause, including this paragraph, in all sub Recipients, including sub Recipients for the acquisition of commercial products or commercial services.

Section II: Award Information

This Funding Opportunity Announcement is for a competed assistance agreement. The period of performance is 18 months from the date of award with a base period only. The total Project Cost Ceiling for the Base Period is \$94,999.93.

Announcement Issue Date: 14 August 2023

Application Due Date: 29 August 2023 12:00 PM Arizona Time

Estimated Award Date: On or About 22 September 2023

Section III: Eligibility Information

Eligible Applicants – Open to all that meet the criteria of this announcement.

Cost Sharing – This action will be 100% funded by USAG, Fort Huachuca, AZ.

Other Information – Not Applicable.

Section IV: Application and Submission Information

Address to Request Application Package:

The complete Funding Opportunity Announcement, application forms, and instructions are available for download at Grants.gov. The Department of the Army is not responsible for any loss of internet connectivity or for an applicant's inability to access documents posted at the referenced website.

The administrative point of contact is the Assistance Specialist Elizabeth Ferro, elizabeth.ferro.civ@army.mil.

Content and Form of Application Submission

All mandatory forms and any applicable optional forms must be completed in accordance with the instructions on the forms and the additional instructions below.

SF 424 - Application for Federal Assistance

SF 424 A – Budget Information for Non-construction Programs

SF 424 B – Assurances – Non-Construction Programs

Program Narrative – Brief program description illustrating applicant's ability to meet the goals and objectives described in Section VI Scope of Work of this announcement.

Application shall be submitted **NO LATER THAN 29 August 2023 12:00 PM (Arizona Time)** via email or through Grants.gov.

Submission Instructions

Applications may be submitted by email or via the internet through Grants.gov. Choose ONE (1) of the following submission methods:

Via Email: Format all documents to print on Letter (8 ½ x 11") paper. E-mail proposal to the Assistance Specialist Elizabeth Ferro, elizabeth.ferro.civ@army.mil.

Via Grants.gov: Applicants are not required to submit proposals through Grants.gov. However, if applications are submitted via the internet, applicants are responsible for ensuring that their Grants.gov proposal submission is received in its entirety and within the date and time required. The Government bears no responsibility for data errors resulting from transmission of conversion processes associated with electronic submissions. The Government will bear no responsibility for delays in submissions due to technical difficulties at or with the Grants.gov website. All applicants choosing to use Grants.gov to submit proposals must be registered and have an account with Grants.gov. ***It may take up to three (3) weeks to complete Grants.gov registration.*** For more information on registration, go to <http://www.grants.gov/ForApplicants>.

Section V: Application Review Information

Proposal Submission Evaluation Criteria and Basis of Award

Department of the Army
FY23 Native American Consultation
USAG Fort Huachuca, AZ

The Government shall evaluate technical submissions in accordance with the criteria described herein and award an assistance agreement to the responsible Proposer whose submission is determined to represent the best overall value to the Government. The Government will not award an assistance agreement to a proposer whose submission contains a deficiency.

The evaluation factors for this action are:

Factor 1, 40%: Experience

Factor 2, 35%: Technical Approach

Factor 3, 25%: Cost

The Government will assign an adjective rating of Outstanding, Good, Acceptable, Marginal, or Unacceptable to each factor which reflects the Government's confidence in each proposer's ability, as demonstrated in its submission, to perform the requirements stated in the Statement of Work. The adjectival ratings shall be assigned, using the following criteria, which incorporate a submission risk assessment:

Weight	Adjectival Rating	Description
4	Outstanding	Submission indicates an exceptional approach and understanding of the requirements and contains multiple strengths.
3	Good	Submission indicates a thorough approach and understanding of the requirements and contains at least one (1) strength.
2	Acceptable	Submission indicates an adequate approach and understanding of the requirements.
1	Marginal	Submission has not demonstrated an adequate approach and understanding of the requirements or contains an element of risk.
0	Unacceptable	Submission does not meet requirements of the solicitation and, thus, contains one (1) or more deficiencies and is

PROPOSAL EVALUATION AND SELECTION CRITERIA

Each Proposer shall be evaluated in accordance with the selection criteria below. The selection criteria are listed in descending order of importance.

Factor 1 Experience

The Proposer shall demonstrate prior project experience relevant to the attached Statement of Objectives (SOO), completed within the last five (5) years, and other qualifications and technical competence in all of the following areas:

Documented experience of a least five (5) professional Cultural Resources Management reports.

At least five (5) years of company experience or at least 3 years of project manager experience with historic preservation regulations and compliance.

At least three (3) years of company experience in cultural resources management in the US Southwest.

The Proposer shall provide examples of up to five (5) past projects of similar size, scope and complexity that best demonstrate the above qualifications. Submit projects that are at least 50% complete or were completed within the past five (5) years. The example project summaries shall be limited to one (1) page each. The example project summaries shall identify:

- Title/Subject
- Location
- Duration

Brief description
 Roles and work self-performed
 Date project began and if completed
 Complexities or key accomplishments
 Client contact information

The Government will utilize the example project summaries to evaluate the capability and experience as a basis for comparing proposals to determine best value.

Factor 2 Technical Approach

The Proposer shall provide a brief narrative of their technical approach and a task schedule. The narrative shall be no more than two (2) pages per main task and must include:

A discussion of the technical approach to accomplish the Statement of Objectives requirements, detailing number of hours anticipated to complete the project deliverables. A discussion of the quality assurance, quality control, and other technical activities that will be implemented to ensure that quality data are collected to support project data quality objectives.

A discussion of applicable regulatory requirements and how project requirements will be implemented.

A discussion of all assumptions.

The Proposer shall also provide an organizational chart with the proposed project team with defined roles, responsibilities, and lines of communication for all key personnel and sub-recipients.

The evaluation standard has been met when the Proposer demonstrates an understanding of the work that adequately addresses the requirements outlined in the SOO. The inclusion of numerous assumptions that significantly “assume away” Proposer risk with regard to major issues or problems that may be encountered on the project will be considered unacceptable.

Factor 3 Cost

Proposed shall propose costs to the Government by completing the chart below:

Tasks	Qty	Unit	Unit Price	Total Cost
Planning/Monthly Reports & Invoices	18	Months	\$ -	\$ -
Inventory and Analysis	1	Job	\$ -	\$ -
Draft Report and Deliverables	1	Job	\$ -	\$ -
Final Report and Deliverables	1	Job	\$ -	\$ -
Total				\$ -

Cost is considered less important than non-cost factors and will be evaluated for fairness and reasonableness per OMB cost principles. If more than one (1) proposal is rated as having equal non-cost factors, the lowest cost tender of the proposals received would be granted as the preferred tender unless there are extraordinary reasons for not doing so.

All questions or inquiries regarding this Funding Opportunity Announcement shall be directed to the agency contact(s) noted in Section IV